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INSTR # 99634175  
OR BK 29947 PG 0385  
RECORDED 10/19/1999 11:50 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1034

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
LAGUNA ISLE COMMUNITY

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR Laguna Isle COMMUNITY (this "Declaration") is made by Transeastern Laguna Properties, Inc., a Florida corporation ("Developer") and joined in by Ronald Bergeron, Sr. and Ronald M. Bergeron, Sr., Trustee of that certain Declaration of Trust of Ronald Milton Bergeron, a/k/a Ronald Milton Bergeron, Sr., dated January 6, 1989 ("Bergeron") and by Laguna Isle Community Association, Inc., a Florida not-for-profit corporation ("Association").

9/12/99

DECLARATION OF RESTRICTIONS AND COVENANTS  
FOR  
LAGUNA ISLES COMMUNITY

RECITALS

A. Developer is the owner of the real property in Broward County, Florida more particularly described in Exhibit 1, attached hereto and made a part hereof and Bergeron is the owner of the real property in Broward County, Florida more particularly described in Exhibit 2, Exhibit 3 and Exhibit 7 attached hereto and made a part hereof (collectively, the "Laguna Isle Community").

B. Developer and the Phase Two Property Owner and the Phase Three Property Owner desire to subject Laguna Isle Community to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Laguna Isle Community, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOWHEREFORE, Developer, Phase Two Property Owner and Phase Three Property Owner hereby declare that every portion of Laguna Isle Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1 Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2 Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for Laguna Isle Community established pursuant to Section 20.1 hereof.

"A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 4 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 18 hereof.

"Association" shall mean the Laguna Isle Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 5 and made a part hereof, as amended from time to time.

"Commercial Drainage Facilities" shall mean any drainage facilities (i.e., pumps and pipes) serving the Commercial Property, even if such facilities lie within the Common Areas of the Association.

"Commercial Entrance Parcel" shall mean that parcel of land located along the western border of the Laguna Isle Community serving the Commercial Property and more fully described in Exhibit "6" attached hereto.

"Commercial Landscape Buffer" shall mean the fifty (50) foot wide landscape buffer separating the Commercial Property from the Phase One Property and the Phase Two Property. Half of such buffer (i.e. a strip twenty-five feet in width) shall be located on the Commercial Property and the other half shall be located in the Common Area located between the Commercial Parcel and the adjoining portions of Phase One Property. An easement is hereby created over such portions of the Commercial Property and the Phase One Property for the construction and maintenance of such Commercial Landscape Buffer. The Commercial Landscape Buffer may include a ten (10) foot wide swale area, irrigation facilities, lighting facilities, a fence, a wall, landscaping and/or other facilities.

"Commercial Landscape Buffer Maintenance Expenses" shall mean those costs associated with the maintenance of the Commercial Landscape Buffer. The maintenance of the Commercial Landscape Buffer shall include, without limitation, sod replacement, plant replacement, fence maintenance, mulching, irrigation repairs, maintenance and replacement, water and electricity, tree trimming, fertilization and spraying for insects.

"Commercial Landscape Buffer Maintenance Standards" shall have the meaning set forth in Section 11.4 herein.

"Commercial Property" shall mean the property described in Exhibit 7, attached hereto and made a part hereof.

"Commercial Property Owner" shall mean the owner of the Commercial Property.

"Common Areas" shall mean all real property interests and personalty within Laguna Isle Community designated as Common Areas from time to time by Plat or recorded

amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Home Owners and the Commercial Owner (solely to the extent of the Surface Water Management System and the Commercial Entrance Parcel) within Laguna Isle Community. The Common Areas may include, without limitation, the Surface Water Management System, Conservation Easement, the Lift Station Access Easement, open space areas, internal buffers, lakes, perimeter buffers, improvements, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalks, streets, lights, walls, guardhouse, entrance features, commonly used utility facilities, signage, other lighting, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. The Common Areas will include the private roads, lakes, Conservation Easement Areas and the Recreation Area.

"Community Completion Date" shall mean the date upon which all Homes in Laguna Isle Community, as ultimately planned and as fully developed, have been conveyed by Developer and Builder(s) to Home Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 20.5 hereof.

"Conservation Easement" shall mean that certain Conservation Easement respecting Laguna Isle Community recorded or to be recorded in the Public Records of Broward County, Florida.

"Conservation Easement Areas" have the meaning assigned to such term in the Conservation Easement. Such Conservation Easement Areas shall form a part of the Common Areas.

"Conservation Easement Areas Maintenance Expenses" shall mean the costs associated with the Conservation Easement Areas as more specifically described in Section 16.1 herein.

"Contractors" shall have the meaning set forth in Section 20.12.2 hereof.

"Laguna Isle Community" shall mean all of the real property described on Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4 and Exhibit 7 and shall include the Common Areas, each Home, each Parcel, platted lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Laguna

Isle Community. Laguna Isle Community presently consists of the Phase One Property, Phase Two Property, Phase Three Property and the Commercial Property.

**"Data Transmission Services"** shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time including, without limitation, Internet connection services, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** shall mean this Declaration together with all amendments and modifications thereof.

**"Developer"** shall mean Transeastern Laguna Properties, Inc. and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**"Development Plan"** shall mean collectively the any full or partial concept plan for the development of Laguna Isle Community, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Development Plan is subject to change as set forth herein. The Development Plan is not a representation by Developer as to the development of Laguna Isle Community or its amenities, as the Development Plan may be amended from time to time.

**"GTI"** shall mean GLADES TELECOMMUNICATIONS, INC., a Florida Corporation, having its principal office at 19612 S.W. 69th Place, Fort Lauderdale, Florida 33332.

**"Hazardous Waste"** shall mean any toxic, radioactive, carcinogenic or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, asbestos, asbestos containing materials, polychlorinated biphenyls, flammable explosives, or any substance having any constituent elements displaying any of the foregoing characteristics. The term "Hazardous Waste" includes, without limitation, any substance regulated under any and all federal, state and local statutes, laws (including case law), regulations, ordinances, rules, judgments, orders, decrees, codes, injunctions, permits, licenses, agreements and other governmental restrictions, whether now or hereafter in effect, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants, toxic substances, hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, materials or wastes or the clean-up or other remediation hereof.

**"Home"** shall mean each residential home and appurtenances thereto constructed within Laguna Isle Community. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have

perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Home Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Home Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Home Owner" shall not include Developer until the Turnover Date, or a Lender.

"Improvement" shall have the meaning set forth in Section 21.1 hereof.

"Individual Assessments" shall have the meaning set forth in Section 18.2.5 hereof.

"Lake Maintenance Expenses" shall mean the costs associated with the maintenance of the lakes forming part of the Common Areas and the Surface Water Management System but shall not include the cost of maintenance to be performed by Home Owners pursuant to Section 13.5.3 hereof.

"LAN" shall mean local area network services for Laguna Isle Community.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.4.

"Lender" shall mean the holder of a first or second mortgage encumbering a Home or any portion of Laguna Isle Community.

"Lift Station Access Easement" shall mean any access easement over the Commercial Property allowing Association access to the lift station serving Laguna Isle Community.

"Lot" shall mean any platted residential lot shown on a Plat, or any Parcel denominated as a residential building lot on any Site Plan for any portion of the Laguna Isle Community which is approved by the City of Pembroke Pines.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of Laguna Isle Community. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wired or wireless communication to Homes, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE Laguna Isle COMMUNITY. DEVELOPER, BUILDERS AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY HOME OWNER AND THE OCCUPANT OF

EACH HOME ACKNOWLEDGES THAT DEVELOPER, BUILDERS AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF HOME OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER, BUILDERS AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Monthly Assessments" shall have the meaning set forth in Section 18.2.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video systems or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the portions of the Surface Water Management System and Conservation Easement within the Common Areas; Commercial Landscape Buffer Maintenance Expenses, Lake Maintenance Expenses and Conservation Easement Areas Maintenance Expenses; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Service Provider for Telecommunication Services furnished to all Home Owners; utilities; taxes; insurance; bonds; Monitoring System costs (if any); salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Without limiting the foregoing, Developer reserves the right to determine which expenses of Association are Operating Costs.

"Owners" shall mean all owners of any property subject to this Declaration, other than the Association, the Phase One Property Owner, the Phase Two Property, the Three Property Owner and Developer.

"Parcel" shall mean any portion of Laguna Isle Community, platted or unplatted, upon which one or more Homes may be constructed.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Phase One Property" shall mean the real property described in Exhibit 1 attached hereto and made a part hereof.

"Phase One Property Owner" shall mean the owner(s) of the Phase One Property as exists from time to time, excepting any Home Owners which own portions of the Phase One Property.

"Phase Two Property" shall mean the real property described in Exhibit 2 attached hereto and made a part hereof.

"Phase Two Property Owner" shall mean the owner(s) of the Phase Two Property as exists from time to time, excepting any Home Owners which own portions of the Phase Two Property.

"Phase Three Property" shall mean the real property described in Exhibit 3 attached hereto and made a part hereof.

"Phase Three Property Owner" shall mean the owner(s) of the Phase Three Property as exists from time to time, excepting any Home Owners which own portions of the Phase Three Property.

"Plat" shall mean any plat of any portion of Laguna Isle Community filed in the Public Records, as the same may be amended by Developer, from time to time. It is anticipated that Laguna Isle Community shall be subject to two (2) or more Plats.

"Public Records" shall mean the Public Records of Broward County, Florida.

"Recreation Area" shall mean all real property and facilities of a recreational nature within Laguna Isle Community. It is presently contemplated that the Recreation Area shall include a pool, a fitness center, and related facilities. Developer reserves the right, in Developer's sole and absolute discretion, (i) to determine the nature and size of facilities comprising the Recreation Area, or (ii) determine that no Recreation Area should be included within the Laguna Isle Community.

"Reserves" shall have the meaning set forth in Section 18.2.4 hereof.

"Residential Parcels" shall mean any portion of the Laguna Isle Community which is the subject of a Site Plan approved by the City of Pembroke Pines for the development of single family homes.

"Rules and Regulations" shall mean the Rules and Regulations governing Laguna Isle Community as adopted by the Board from time to time.

"SFFC" shall mean SOUTH FLORIDA FACILITIES CORPORATION, a Florida Corporation, having its principal office at 19612 S.W. 69th Place, Fort Lauderdale, Florida 33332.

"SFWMD" shall mean the South Florida Water Management District.

"Shared Expenses Assessments" shall have the meaning set forth in Section 18.2.6 hereof.

"Shared Maintenance Expenses" shall have the meaning set forth in Section 17 hereof.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 18.2.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or



obstructed. This term includes exfiltration trenches, wetland preservation areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes.

"Telecommunications Provider" shall mean any party contracting with Association to provide Home Owners with one or more Telecommunication Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"Telecommunications Services" shall mean local exchange services provided by a certificated local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, LAN and A La Carte Programming.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Laguna Isle Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or of other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Tenant" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Laguna Isle Community.

"Title Documents" shall have the meaning set forth in Section 31.7 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within Laguna Isle Community have been conveyed by Developer or any Builder to Home Owners.

"Use Fees" shall have the meaning set forth in Section 18.2.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 18.12 hereof.

3 **Plan of Development.** The planning process for Laguna Isle Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Laguna Isle Community and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or Commercial Landscape Buffer is not a guaranty or promise that such items will remain or form part of Laguna Isle Community as finally developed.

4 **Amendment.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. All amendments must comply with Section 11.2 which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 **Amendments Prior to the Community Completion Date.** Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation (not termination) of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Laguna Isle Community; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Home Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3 Amendments From and After the Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5 Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to the Community Completion Date, and after Developer has purchased the Phase Two Property and the Phase Three Property, additional lands may be made part of Laguna Isle Community by Developer, at Developer's sole discretion. Such additional lands to be annexed must be adjacent to the Laguna Isle Community. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Home Owners or any Lenders of any portion of Laguna Isle Community, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Laguna Isle Community. Such amendment may contain additions to, or modifications of, omissions to, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to Laguna Isle Community.

5.2 Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3 Withdrawal. Prior to the Community Completion Date, and after the Developer has purchased the Phase Two Property and the Phase Three Property, any portions of Laguna Isle Community (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Laguna Isle Community shall not apply to any Home which has been conveyed to a Home Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Home Owner is obtained. The withdrawal of any portion of Laguna Isle Community shall not require the consent or joinder of any other party (including, but not

limited to, Association, Home Owners, or any Lenders of any portion of Laguna Isle Community). Association shall have no right to withdraw land from Laguna Isle Community.

## 6 Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, the Phase Two Property Owner, the Phase Three Property Owner, the Commercial Owner or any Home Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. Developer shall have no right to dissolve the Association prior to Developer's acquisition of the Phase Two Property and the Phase Three Property.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Laguna Isle Community and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Home Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Laguna Isle Community which had been Common Areas and continue to be so used for the common use and enjoyment of the Home Owners.

## 7 Binding Effect and Membership

7.1 Term. The term of this Declaration shall be perpetual. Each Home Owner, by acceptance of title to a Home or any other portion of the Laguna Isle Community and any person claiming by, through or under such Home Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Home Owner's title to that Home shall terminate the Home Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Home Owner's rights and privileges under this Declaration are not assignable separately from a Home. The

Home Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Home Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Home Owner desires to sell or otherwise transfer title of his or her Home, such Home Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Home Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home, a Home Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Home Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

**7.3 Membership.** Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Home Owner (or his or her Tenant, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws.

**7.4 Ownership by Entity.** In the event that a Home Owner is other than a natural person, that Home Owner shall, prior to occupancy of the Home, designate one or more persons and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Home Owner and the designated occupants.

**7.5 Classes.** There will be four (4) classes of membership in the Association.

7.5.1 Class A will be all of the Home Owners.

7.5.2 Class B will be the Commercial Property Owner.

7.5.3 Class C will be Developer. If there is more than one Class C member, each shall be entitled to all of the rights and subject to all of the obligations of Developer hereunder (such obligations to be shared based on the relative acreage of the Phase One Property, the Phase Two Property and the Phase Three Property).

7.5.4 Class D will be the Phase Two Property Owner and the Phase Three Property Owner or any successor in title to either the Phase Two Property or the Phase Three Property prior to the time that such property is developed into Homes. The Class D membership as to each of the Phase Two Property and the Phase Three Property, respectively, shall automatically terminate and be converted to Class C membership upon the occurrence of any of the following: (i) Developer acquires title to the Phase Two Property or the Phase Three Property, (ii) the Phase Two Property Owner or the Phase Three Property Owner commences development of a Home within the Phase Two Property or the Phase Three Property, respectively, or (iii) the Phase Two Property Owner or the Phase Three Property Owner records an amendment to this Declaration assuming the rights and obligations of Developer as to the property owned by such respective Owner, provided, however, such amendment shall not be recorded until such time as Developer has no option to acquire the Phase Two Property or the Phase Three Property.

7.6 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.7 Document Recordation by Home Owners Prohibited. Neither Association nor any Owner, nor group of Owners other than the Developer, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8 Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, and after the Developer has purchased the Phase Two Property and the Phase Three Property, Developer shall have the paramount right to additionally dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Laguna Isle Community for various public purposes or for the provision of Telecommunications Systems by Developer or any Telecommunications Provider, or to make any portions of Laguna Isle Community part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Laguna Isle Community. In addition, the Common Areas of Laguna Isle Community may include decorative improvements, and Commercial Landscape Buffer. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion.

Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. **SALES BROCHURES, SITE PLANS, VERBAL PREDICTIONS, AND MARKETING MATERIALS ARE NOT GUARANTEES OR REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS.**

9 Operation of Common Areas

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Home Owner or Lender of a Home or any portion of Laguna Isle Community or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, and after the Developer has purchased the Phase Two Property and the Phase Three Property, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Laguna Isle Community, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them. The Commercial Property Owner shall be solely responsible for the construction, installation and maintenance of any improvements and/or

landscaping within the Commercial Property Entrance Parcel. At Developer's sole discretion, Developer and/or Association may cause the Commercial Entrance Parcel to be conveyed by Developer or Association to the Commercial Property Owner, and Commercial Property Owner, by its acceptance of a deed to the Commercial Property, shall be deemed to have agreed to accept such conveyance.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

9.4 Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Home Owners of all property interests in Laguna Isle Community including, but not limited to, Association, Developer, Home Owners and any Lenders. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association, and in any



event, not without the prior written consent of the South Florida Water Management District, the South Broward Drainage District or any other governmental agency having jurisdiction over any portion of the Surface Water Management System as to any such transaction relating to the Surface Water Management System.

9.6 Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads, pathways, and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads, cart paths and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 General Public Use. The Common Areas within the Residential Parcels shall be used and enjoyed by the Home Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior

to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. Use of the Common Areas by the Commercial Property Owner, its tenants, invitees, licensees, guests and others claiming by through or under any of the above shall be limited to use of the Surface Water Management System for drainage and storm water retention purposes and use of the Commercial Entrance Parcel.

- 9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Home Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.
- 9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Home Owners for any purpose other than as permitted by Association.
- 9.8.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Laguna Isle Community accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Laguna Isle Community (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) or the removal or pruning of shrubbery or trees within the Laguna Isle Community, and (e) design of any portion of the Laguna Isle Community. Each person entering onto any portion of Laguna Isle Community also expressly indemnifies and agrees to hold harmless Developer, Association and Builders and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas or proximity of any Home, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using

the Common Areas, including without limitation, any pool or area adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH HOME OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS. DEVELOPER, BUILDERS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING HOME OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH HOME OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

- 9.8.5 Home Owner's Obligation to Indemnify. Each Home Owner agrees to indemnify and hold harmless Developer, Builders, the Phase Two Owner, the Phase Three Owner and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within Laguna Isle Community by Owners, and their guests, tenants, family members, invitees, or agents ("Indemnitors"), or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Indemnitor bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Indemnitor shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

- 9.9.1 Generally. Prior to Community Completion Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and the Laguna Isle Community. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.
- 9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would

adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct commercial, and club uses, Homes, Common Areas, and related improvements within Laguna Isle Community, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Laguna Isle Community), general office and construction operations within Laguna Isle Community; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Laguna Isle Community for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Laguna Isle Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Laguna Isle Community owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion, Laguna Isle Community including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Laguna Isle Community by dredge or dragline, store fill within Laguna Isle Community; and grow or store plants and trees within, or contiguous to, Laguna Isle Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Laguna Isle Community.

**9.10 Default by Another Home Owner.** No default by any Home Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Home Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Home Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

**9.11 Special Taxing Districts.** For as long as Developer controls Association, and after the Developer has purchased the Phase Two Property and the Phase Three Property, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation

areas, lakes, waterways, ponds, surface water management systems, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Home Owner. Each Home Owner's obligation to pay taxes associated with such district shall be in addition to such Home Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Broward County and all other applicable governing entities having jurisdiction with respect to the same.

9.12 Association's Obligation to Indemnify. Association and Home Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, the Phase Two Property Owner and the Phase Three Property Owner and their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Home Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

#### 10 Party Walls.

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within Laguna Isle Community which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Home Owners have granted perpetual easements to the adjoining Home Owner or Home Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

10.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

10.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Home Owners of the Homes sharing such improvements without prejudice, however, to the right of any Home Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

10.2.2 Failure to Contribute. In the event that a Home Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Home Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

10.3 Alterations. The Home Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Home Owners sharing the Party Wall.

10.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, a Home Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

10.5 Easements. Each Home Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

11 Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

**11.2 Surface Water Management System.**

**11.2.1 Duty to Maintain.** Association acknowledges that portions of the Surface Water Management System may lie within the Common Areas owned by Association. The duty of maintenance of the Common Areas expressly includes the perpetual duty to operate, maintain, and repair any portion of the Surface Water Management System within the Common Areas. Developer shall dedicate the lakes comprising part of the Common Areas to South Broward Drainage District ("SBDD") and/or SFWMD as may be required by such agencies, and the Association shall, nonetheless, continue to maintain the lakes as described above. The costs of the operation and maintenance of any portion of the Surface Water Management System within the Common Areas is part of the Operating Costs of Association and each Home Owner shall pay Assessments which shall include a pro rata share of such costs. Notwithstanding the foregoing, each Home Owner is responsible for maintaining the lake and canal slopes that are adjacent to such Home Owner's Home, as provided in Section 13.5.3 herein.

**11.2.2 Amendments to Association Documents.** Association shall submit to SFWMD any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SFWMD shall then inform Association as to whether the amendment requires any permit. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association.

**11.3 Lakes.** Association will maintain the lakes within Laguna Isle Community which form a part of the overall drainage system; provided, however, Home Owners shall be responsible for maintaining lake banks adjacent to Homes as provided in Section 13.5.3 hereof.

**11.4 Lawn Maintenance.** Association shall cut, edge and fertilize the lawn and trim the trees and hedges in the yard of each Home. Association shall also weed the plant bed(s) in the yard of each Home, provided that the Home Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Home Owner modifies the plant bed(s) as initially installed by Developer, then such Home Owner shall be solely responsible for maintenance of such plant bed(s). Association shall be responsible for the irrigation and sprinkler systems in the yard of each Home; provided, however, any modifications by an Home Owner are the responsibility of such

Home Owner. Each Home Owner is responsible for replacing dead or damaged grass and/or landscaping at such Home Owner's sole expense. Further, should a Home Owner upgrade or change landscaping in a yard with ACC approval, such Home Owner shall be responsible for maintaining such upgraded or changed landscaping of such Home Owner's sole expense. Each Home Owner is specifically responsible for maintaining all landscaping within any portion of a Home that is fenced and inaccessible to Association. A Home with a fence or wall that has a gate or opening of less than five (5) feet shall be deemed inaccessible to Association. Moreover, Association is not responsible for damage to fences, walls, and/or gates resulting from lawn and landscape maintenance. Further, Association shall not maintain a yard that is covered or blocked in any fashion by patio furniture or other objects. Association will not maintain yards containing pets. Neither the Commercial Property nor the Commercial Property Owner shall be subject to assessment for any portion of the cost of performing such lawn and landscaping maintenance.

11.5 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

11.6 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Home Owner or persons utilizing the Common Areas, through or under an Home Owner shall be borne solely by such Home Owner, and the Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Home Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.7 Right of Entry. Developer, the Phase Two Property Owner, the Phase Three Property Owner and Association are granted a perpetual and irrevocable easement over, under and across Laguna Isle Community for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Laguna Isle Community if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.



11.8 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of Laguna Isle Community and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Laguna Isle Community. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

12 Maintenance by Commercial Property Owner.

12.1 Commercial Drainage Facilities. Commercial Property Owner will maintain the Commercial Drainage Facilities. A perpetual easement is hereby created in favor of Commercial Property Owner over, across, under, and through the Common Areas for the purpose of installing, maintaining, repairing, and replacing the Commercial Drainage Facilities. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Commercial Drainage Facilities or any part thereof, Commercial Property Owner shall restore the relevant portion of the Common Areas to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Commercial Property Owner to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas disturbed by such work, all at Commercial Property Owner's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas immediately. In the event that Association exercises the right of self-help, Commercial Property Owner agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Commercial Property Owner within ten (10) days of delivery to Commercial Property Owner of Association's invoice therefor as an Individual Assessment.

12.2 Lift Station Access Easement. Commercial Property Owner will maintain in a first class condition at its sole cost and expense the paved roadway lying within the Lift Station Access Easement.

**12.3 Commercial Entrance Expense.** The Commercial Property owner will maintain the Commercial Entrance Parcel.

**13 Use Restrictions.** The following use restrictions apply to the portions of the Phase One Property, the Phase Two Property and the Phase Three Property developed into Homes, and not to the Commercial Property. Accordingly, each Home Owner must comply with the following use restrictions:

**13.1 Disputes as to Use.** If there is any dispute as to whether the use of any portion of Laguna Isle Community complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

**13.2 Use of Homes.** Each Home is restricted to residential use as a residence by the Home Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

**13.3 Leases.** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the Association. Each such lease or occupancy agreement shall contain a provision allowing Association to terminate the lease or agreement upon thirty (30) days notice to Owner and his or her tenant for the tenant's failure to comply with any provision of this Declaration or the Rules and Regulations of Association. No Home may be subject to more than four (4) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Home Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days.

**13.4 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of any portion of Laguna Isle Community. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Laguna Isle Community shall be the same as the responsibility for maintenance and repair of the property concerned.

**13.5 Maintenance by Home Owners.** All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by

Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Laguna Isle Community by the Home Owner of each Home.

- 13.5.1 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.
- 13.5.2 Driveway Easement. Each Home Owner shall be responsible to repair, maintain, and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Home Owner's Home and the edge of the adjacent paved roadway. Further, each Home Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Home Owner fails to make the required repairs.
- 13.5.3 Lake and Open Space Areas. The rear yard of some Homes may border on the lake forming part of the Common Areas. Home Owners shall ensure that lake banks and slopes remain free of any structural or landscape encroachments (including sand beaches) so as to permit vehicular access for maintenance when needed. The ACC may establish from time to time additional maintenance standards for the lake maintenance by Home Owners who own Homes adjacent to the lake (the "Lake Bank Maintenance Standards"). Association shall have the right to inspect such lake banks to insure that each Home Owner has complied with its obligations hereunder and under the Lake Bank Maintenance Standards. Each Home Owner hereby grants Association an easement of ingress and egress across his Home to all adjacent lake areas for the purpose of insuring compliance with the requirements of this provision and the Lake Bank Maintenance Standards. For the purpose of this Declaration, each day that a

Home Owner fails to comply with the requirements of this paragraph or any Lake Bank Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

**13.6 Drainage System.** Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Home Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Home Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the roots of a tree within the boundaries of a Home affect pipes or other drainage facilities within another Home, the Home Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever. This Section does not apply to the Commercial Drainage Facilities which are to be maintained by the Commercial Property Owner pursuant to Section 12 hereof.

**13.7 Waterways.** No Home Owner whose Home adjoins a waterway may utilize the waterway to irrigate unless so provided by Developer as part of original construction. Association may use waterways to irrigate Common Areas. BY ACCEPTANCE OF A DEED TO A HOME, EACH HOME OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times.

**13.8 Swimming and Boating.** Swimming in any part of a lake, canal, or other water body forming part of Laguna Isle Community is expressly prohibited. No watercraft shall be permitted in the lakes within the Laguna Isle Community unless powered by human or wind power, except for maintenance watercraft of the Association, its written designees or governmental agencies.

**13.9 Subdivision and Regulation of Land.** No portion of any Home or any portion of Laguna Isle Community shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Home Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or

development permits applicable to Laguna Isle Community, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

**13.10 Alterations and Additions.** No material alteration, addition or modification to any portion of Laguna Isle Community, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

**13.11 Signs.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Laguna Isle Community or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

**13.12 Roofs and Pressure Treatment.** Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

**13.13 Paint.** Homes shall be repainted within forty-five (45) days of notice by the ACC.

**13.14 Hurricane Shutters.** Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may be left closed during hurricane season (and not at any other time). Panel style hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

**13.15 Wall Units.** No window air conditioning unit may be installed in any window in a Home.

**13.16 Window Treatments.** Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

**13.17 Satellite Dishes and Antennae.** No exterior visible antennae, radio masts, towers, poles, aerals, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Laguna Isle Community without the prior written approval thereof

being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Home Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

13.18 Pools. No above ground pools shall be permitted. Spas and Jacuzzis shall be permitted upon the prior written approval of the ACC in accordance with the Community Standards. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools and Jacuzzis shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

13.19 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

13.20 Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

13.21 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Home Owner shall remove soil from any portion of Laguna Isle Community, change the level of the land within any portion of Laguna Isle Community, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Laguna Isle Community. Home Owners may place additional plants, shrubs, or trees within any portion of Laguna Isle Community with the prior approval of the ACC.

13.22 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Home Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.23 Animals. No animals of any kind shall be raised, bred or kept within Laguna Isle Community for commercial purposes. Otherwise, Home Owners may keep domestic pets as permitted by Broward County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets

may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Laguna Isle Community designated for such purpose, if any, or on that Home Owner's Home. The person walking the pet or the Home Owner shall clean up all matter created by the pet. Each Home Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

**13.24 Nuisances.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Laguna Isle Community is permitted. No firearms shall be discharged within Laguna Isle Community. Nothing shall be done or kept within the Common Areas, or any other portion of Laguna Isle Community, including a Home which will increase the rate of insurance to be paid by Association.

**13.25 Minor's Use of Facilities.** Parents shall be responsible for all actions of their minor children at all times in and about Laguna Isle Community. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

**13.26 Personal Property.** All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Laguna Isle Community, which is unsightly or which interferes with the comfort and convenience of others.

**13.27 Storage.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

**13.28 Garbage Cans.** Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

13.29 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

13.30 Control of Contractors. Except for direct services which may be offered to Home Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.31 Servants. Servants and domestic help of any Home Owner may not gather or lounge in or about the Common Areas.

13.32 Parking. Home Owners' automobiles shall be parked in the garage or driveway. All lawn maintenance vehicles shall park on the driveway, of the Home and not in the roadway or swale. No vehicle which cannot operate on its own power shall remain on Laguna Isle Community for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Laguna Isle Community, except in the garage of a Home. No commercial vehicle, recreational vehicle, truck with a camper top, boat, trailer, boat trailer or camper, may be kept within Laguna Isle Community except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Home Owner on a daily basis for normal transportation. Under no circumstances shall any vehicle (other than emergency vehicles) be parked in the streets within Laguna Isle Community. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Laguna Isle Community facility.

13.33 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Laguna Isle Community.

13.34 Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Laguna Isle Community or within any Home, except those which are required for normal household use.

13.35 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the



Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

**13.36 Commercial Activity.** Except for normal construction activity, administrative offices of Developer or Builders, sale and re-sale of a Home, and sale and re-sale of other property owned by Developer, no commercial or business activity shall be conducted in any Home within Laguna Isle Community. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, a Home Owner may maintain a home business office within a Home for such Home Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Home Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Home Owner may actively engage in any solicitations for commercial purposes within Laguna Isle Community. No solicitors of a commercial nature shall be allowed within Laguna Isle Community, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

**13.37 Completion and Sale of Homes.** No person or entity shall interfere with the completion and sale of Homes within Laguna Isle Community. WITHOUT LIMITING THE FOREGOING, EACH HOME OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED.

**13.38 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

**13.39 Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Laguna Isle Community without the prior written approval of the ACC.

**13.40 Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Laguna Isle Community without prior written consent of the Association.

**13.41 Fencing.** No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed.

14 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home. In the event that Homes are constructed on any Lot within Residential Parcels which have no side setback from one side of the Lot, eaves, soffits and vents and related roof structures may encroach on adjoining properties. Additionally, as to such Lot, there shall exist a special maintenance easement five feet in width and running along the entire side of the adjacent Lot opposite to the side where there is no setback. Any use of the easement shall be done in a manner as to not inconvenience the adjacent Owner and shall only be done during the hours of 8:00 a.m. through 6:00 p.m., with reasonable prior notice to the adjacent Owner. Moreover, after completion of such maintenance work, each Owner shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Owner of the adjacent Lot burdened by the easement will have the right to put a gate with a lock or a fence (subject to the approval of the ACC) in the easement area; provided, however, that the Owner holding the easement rights described herein shall have a right to require the Owner of such adjacent Lot to permit ingress and egress after reasonable notice so that the easement holder can use the easement area as herein provided.

15 Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

15.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

15.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

15.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

15.4 Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

15.5 Homes.

15.5.1 Requirement to Maintain Insurance. Each Home Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Home Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require a Home Owner to comply with his or her obligations hereunder.

15.5.2 Required Repair. In the event that any Home is destroyed by fire or other casualty, the Home Owner of such Home shall do one of the following: the Home Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Home Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If a Home Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Home Owner's receipt of the insurance proceeds respecting such Home. If a Home Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If a Home Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against a Home Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against a Home Owner

who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Home Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

15.5.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 15.5.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Laguna Isle Community.

15.5.4 Additional Rights of Association. If a Home Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Home Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Home Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

15.5.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

15.6 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

- 15.6.1 The bonds shall name Association as an obligee.
- 15.6.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.
- 15.6.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.
- 15.6.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

15.7 Association as Agent. Association is irrevocably appointed agent for each Home Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

15.8 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Home Owner shall be responsible for reconstruction after casualty.

15.9 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

15.10 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

15.11 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

16 Property Rights.

16.1 Home Owners' Easement of Enjoyment. Every Home Owner, and its immediate family, tenants, guests and invitees, and every Home Owner of an interest in Laguna Isle Community shall have a non-exclusive right and easement of enjoyment in and

to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

- 16.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.
- 16.1.2 The right of Association to suspend an Home Owner's rights hereunder or to impose fines in accordance with Section 617.305 of the Florida Statutes, as amended from time to time.
- 16.1.3 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.
- 16.1.4 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.
- 16.1.5 The rights of Developer and/or Association regarding Laguna Isle Community as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.
- 16.1.6 Rules and Regulations adopted governing use and enjoyment of the Common Areas.
- 16.1.7 A Home Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

**16.2 Ingress and Egress.** An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas located within those portions of the Laguna Isle Community which are the subject of an approved Site Plan for residential Development, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes. This easement shall run in favor of Developer, the Phase Two Property Owner, the Phase Three Property Owner, Builders, and their invitees and agents. An easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Commercial Entrance Parcel, and for vehicular traffic over, through and across such Commercial Entrance Parcel. This easement shall run in favor of the Commercial Property Owner, its tenants and their respective guests and invitees, and the Association.

**16.3 Drainage Easement.** An easement for the installation, maintenance, replacement and repair of the underground pipes and facilities is hereby created in favor of the Association over, under, across and through the Phase One Property and Phase Two Property.

**16.4 Development Easement.** In addition to the rights reserved or granted elsewhere herein, Developer reserves an easement for the Phase Two Property Owner, Phase Three Property Owner, Builders (as provided in any written assignment from Developer), Developer or its nominees over, upon, across, and under Laguna Isle Community as may be required in connection with the development of Laguna Isle Community, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Laguna Isle Community, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Laguna Isle Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Home Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Home Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or any Builder be obligated to pay any amount to Association on account of Developer's or such Builder's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, after the Developer has purchased the Phase Two Property and the Phase Three Property, Developer may market other residences and commercial properties located outside of Laguna Isle Community from Developer's sales facilities located within Laguna Isle Community. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 22.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

**16.5 Public Easements.** Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. Without limiting the foregoing, such easement rights include the right of emergency public vehicles

(e.g., fire trucks) to enter onto the Common Areas as necessary to provide emergency services to the Commercial Property.

**16.6 Easements in Favor of Telecommunications Providers.** In addition to rights reserved and granted in Section 23.1 hereof, Telecommunications Providers shall have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems and for the construction and maintenance of Telecommunications Systems within Laguna Isle Community. No amendment to this Declaration shall limit the easements and rights of a Telecommunications Provider hereunder without such Telecommunications Provider's consent.

**16.7 Delegation of Use.** Every Home Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Home Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Home Owner from its responsibilities and obligations provided herein.

**16.8 Easement for Encroachments.** In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

**16.9 Additional Permits, Licenses and Easements.** Association shall, subject only to the easements reserved and/or granted elsewhere in this Declaration, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Laguna Isle Community (including Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion; provided, however, prior to the Community Completion Date, and after the Developer has purchased the Phase Two Property and the Phase Three Property, Association shall obtain Developer's prior written consent before exercising any of Association's rights under this Section. To the extent legally required, each Home Owner shall be deemed to have granted to Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

**16.10 Support Easement and Maintenance Easement.** An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Laguna Isle Community (including Homes) for the reasonable and necessary maintenance of Common Areas, Telecommunications Systems, utilities, cables, wires and other similar facilities.



16.11 Drainage. A non-exclusive easement shall exist in favor of Developer, the Phase Two Property Owner, the Phase Three Property Owner, Commercial Property Owner, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over Laguna Isle Community over, across and upon Laguna Isle Community for drainage, irrigation and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Laguna Isle Community (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Laguna Isle Community and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Laguna Isle Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

16.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

17 Shared Maintenance Expenses. The following expenses (the "Shared Maintenance Expenses") shall be shared as hereafter provided:

17.1 Conservation Easement Areas Maintenance Expenses. The Phase One Property Owner, Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner shall share the Conservation Area Maintenance Expenses based on acreage. As portions of the Phase One Property, Phase Two Property and the Phase Three Property are sold as Homes, then the Home Owner of each Home shall be responsible for the payment of a pro rata share of Conservation Easement Areas Maintenance Expenses which shall be included in the Operating Costs of the Association. For the purposes of this provision, the acreage of each parcel is as follows:

Commercial Property 10 Acres or 3.6% of the total Conservation Areas Maintenance Expenses.

Phase One Property 118.5 Acres or 42.8% of the total Conservation Areas Maintenance Expenses.

Phase Two Property 84.5 Acres or 30.5% of the total Conservation Areas Maintenance Expenses.

Phase Three Property 63.9 Acres or 23.1% of the total Conservation Areas Maintenance Expenses.

Notwithstanding the foregoing, Commercial Property Owner shall be solely responsible for the costs associated with the clean-up and/or removal of any Hazardous Waste deposited onto the Conservation Easement Areas as a result of run-off or other distribution from the Commercial Property.

**17.2 Lake Maintenance Expenses.** The Phase One Property Owner, Phase Two Property Owner, Phase Three Property Owner and Commercial Property Owner shall share the Lake Maintenance Expenses based on acreage. As portions of the Phase One Property, Phase Two Property and Phase Three Property are sold as Homes, then the Home Owner of each Home shall be responsible for the payment of a pro rata share of Lake Maintenance Expenses which shall be included in the Operating Costs of the Association. For the purposes of this provision, the acreage of each parcel is as follows:

Commercial Property 10 Acres or 3.6% of the total Lake Maintenance Expenses.

Phase One Property 118.5 Acres or 42.8% of the total Lake Maintenance Expenses.

Phase Two Property 84.5 Acres or 30.5% of the total Lake Maintenance Expenses.

Phase Three Property 63.9 Acres or 23.1% of the total Lake Maintenance Expenses.

Notwithstanding the foregoing, Commercial Property Owner shall be solely responsible for the costs associated with the clean-up and/or removal of any Hazardous Waste deposited onto the lakes forming part of Common Areas as a result of run-off or other distribution from the Commercial Property.

**17.3 Commercial Landscape Buffer Maintenance Expenses.** The Association and Commercial Property Owner shall share the maintenance expenses of the Commercial Landscape Buffer as follows:

Commercial Property Owner	65%
Association	35%

As portions of the Phase One Property, Phase Two Property and Phase Three Property are sold as Homes, then the Home Owner of each Home shall be responsible for the payment to the Association for the portion of Commercial Landscape Buffer Maintenance Expenses included in the Assessments charged to each Home.

18 Assessments.

**18.1 Types of Assessments.** Each Home Owner, Commercial Property Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and all Builders, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Home Owners shall pay all Assessments. The Phase One Property Owner, the Phase Two Property Owner and the Phase Three Property Owner shall only pay Shared Maintenance Expenses applicable to the property owned by such respective Owners until such property is developed into Homes. The Commercial Property shall pay only Shared Maintenance Expenses and any Special Assessments permitted to be levied hereunder applicable to the Commercial Property. Each Builder shall pay such portion of Operating Costs which benefits any Lot owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Parcel owned by a Builder which does not contain a Home. As vacant Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

**18.2 Purpose of Assessments.** The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Laguna Isle Community, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

- 18.2.1 Any Monthly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments").
- 18.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas or portions of the Surface Water Management System within the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments").
- 18.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Lot , for any special or personal use of the Common Areas, or to

- reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees").
- 18.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason. The Commercial Property Owner shall be responsible for assessments for establishing reserves only with respect to reserves for items which are the subject of Shared Maintenance Expenses.
- 18.2.5 Assessments for which one or more Owners (but less than all Owners) within Laguna Isle Community is subject ("Individual Assessments") such as costs of special services provided to a Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Lot . By way of example, and not of limitation, in the event a Home Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.
- 18.2.6 Assessments for Shared Maintenance Expenses (the "Shared Expenses Assessments"). With the exception of assessments for their respective share of the Shared Maintenance Assessments, no maintenance assessments shall be levied against the Phase Two Property or the Phase Three Property until the issuance of the first building permit within such respective Phases for the construction of a Home.

**18.3 Designation.** The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

**18.4 Allocation of Operating Costs.**

**18.4.1** For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

**18.4.2** Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that the Commercial Property Owner shall pay all only assessments for Shared Maintenance Expenses allocable to the Commercial Property as provided herein and any Special Assessments permitted to be levied hereunder and each Home Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 496. At this time it is anticipated that there will be 496 Homes within Laguna Isle Community. Once Developer determines, if ever, that more or less than 496 Homes shall be built within Laguna Isle Community, then Developer may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within Laguna Isle Community, in its sole and absolute discretion. Without limiting the foregoing, Developer specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

**18.4.3** In the event the Operating Costs or Shared Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Home Owners, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and/or Commercial Property Owner, as applicable, as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Home Owners, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three

Property Owner and/or Commercial Property Owner, as applicable, shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

- 18.4.4 Each Home Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Home Owners of any sums due.

18.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Home Owner. Shared Expenses Assessments shall be allocated as provided in Section 17 hereof.

18.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Home Owners or Commercial Property Owner benefitting from, or subject to the special service or cost as specified by Association.

18.7 Commencement of First Assessment. Shared Expenses Assessments shall commence immediately as to the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and the Commercial Property Owner. Assessments shall commence as to each Home Owner on the day of the conveyance of title of a Home to a Home Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to such Builder.

18.8 Monthly Assessments. Prior to the Turnover Date, if Assessments are inadequate to pay Operating Costs in full, Developer shall have the option to fund any such shortfall in the Assessments or to pay Monthly Assessments on Homes owned by Developer. If Developer does not pay Monthly Assessments on Homes owned by Developer, Developer shall be obligated to pay Operating Costs incurred that exceed the Assessments including, without limitation, Monthly Assessments receivable from Home Owners and other income of Association. Under no circumstances shall Developer ever be obligated to fund any portion of Reserves. After the Turnover Date, Developer shall pay all Monthly Assessments on Homes owned by Developer.

18.9 Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Home Owners.

**18.10 Budget.** EACH BUDGET OF ASSOCIATION IS PROJECTED; THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. THE INITIAL BUDGET AND SUBSEQUENT BUDGETS MAY NOT BE BASED ON HISTORICAL OPERATING FIGURES AS CERTAIN FACILITIES MAY BE NEW OR NOT YET CONSTRUCTED.

**18.11 Establishment of Assessments.** Assessments shall be established in accordance with the following procedures:

- 18.11.1** Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Home Owner and Home Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget are adopted mid-year or in order to change the fiscal year of the Association. Notwithstanding the foregoing, in the event the Board contemplates increasing the amount of any category of Shared Maintenance by more than ten percent (10%) from the budget for the prior year then Commercial Property Owner and the Phase Two Property Owner and the Phase Three Property Owner (until such time as their respective property is developed into Homes) shall be given written notice of the budget meeting of the Board so that their Voting Interests can be exercised as provided in the By-Laws.
- 18.11.2** Special Assessments and Individual Assessments against Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer, the Phase Two Property Owner and the Phase Three Property Owner.
- 18.11.3** Shared Expenses Assessments shall be payable in advance on such basis determined by the Board.
- 18.11.4** Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Home Owner utilizing the service or facility as determined by Association.

**18.12 Working Capital Fund.** Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Home Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to two (2) months Assessments (or such greater amount determined by Developer from time to time). There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount equal to two (2) months Assessments (or such greater amount determined by Developer from time to time) for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to a Home Owner, such Home Owner shall reimburse such Builder the amount paid to the Working Capital Fund by such Builder for such Home. The purpose of the Working Capital Fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs or to pay for capital expenditure for the Laguna Isle Community requested by Home Owners prior to the Turnover Date. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund.

**18.13 Assessment Estoppel Certificates.** No Home Owner shall sell or convey its interest in any property within the Laguna Isle Community unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Home Owner. Association shall prepare and maintain a ledger noting Assessments due from each Home Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Home Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Home Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Home Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Home Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Home Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

**18.14 Payment of Home Real Estate Taxes.** Each Home Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration. Commercial Property Owner, the Phase One Property Owner, Phase Two Property Owner and the Phase Three Property Owner shall be treated as a Home Owner for the purpose of obtaining estoppel certificate pursuant to this Section.



**18.15 Creation of the Lien and Personal Obligation.** Each Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, and all personal property located thereon owned by the Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable, against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable; name of the Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable; and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Home Owner, the Phase One Property Owner, the Phase Two Property Owner and Commercial Property Owner, as applicable, of the Home, the Phase One Property, the Phase Two Property, the Phase Three Property Owner or the Commercial Property, as applicable, at the time when the Assessment became due, as well as the heirs, devisees, personal representatives, successors or assigns of such person or entity.

**18.16 Subordination of the Lien to Mortgages.** The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, or

chargeable to the former Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable, of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Home Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable, from liability for, nor the Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

**18.17 Acceleration.** In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

**18.18 Non-Payment of Assessments.** If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Home Owner, the Phase One Property Owner, the Phase Two Property Owner, the Phase Three Property Owner and Commercial Property Owner, as applicable, personally obligated to pay the same, and/or foreclose the lien against the Home, the Phase One Property, the Phase Two Property, the Phase Three Property or the Commercial Property, as applicable, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Home Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

**18.19 Exemption.** The following portions of the Laguna Isle Community are exempt from the Assessments, provided that such portions of Laguna Isle Community exempted continue to be used for any of the following purposes:

- 18.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

- 18.19.2 Any easement held by a Telecommunications Provider under this Declaration; or
- 18.19.3 Any of Laguna Isle Community exempted from ad valorem taxation by the laws of the State of Florida.

**18.20 Collection by Developer.** If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

**18.21 Rights to Pay Assessments and Receive Reimbursement.** Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

**18.22 Mortgagee Right.** Each Lender may request in writing that Association notify such Lender of any default of the Home Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

**19 Information to Lenders and Home Owners.**

**19.1 Availability.** There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Home Owners, the Phase One Property Owner, the Phase Two Property Owner, Phase Three Property Owner and Commercial Property Owner, as applicable, and Lenders current copies of the Association Documents.

19.2 Copying. Any Home Owner, the Phase One Property Owner, the Phase Two Property Owner, Phase Three Property Owner and Commercial Property Owner, as applicable, and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

19.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Home Owner), the Lender will be entitled to timely written notice of:

- 19.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;
- 19.3.2 Any delinquency in the payment of Assessments owed by a Home Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- 19.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;
- 19.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

20 Architectural Control. The following architectural control provisions govern Laguna Isle Community.

20.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Laguna Isle Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

20.2 Membership. There is no requirement that any member of the ACC be a Home Owner or a member of the Association.

20.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Laguna Isle Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural features, landscaping and improvements

within Laguna Isle Community by (i) Home Owners other than Developer and Builders designated by Developer as being exempt from such approval right and (ii) Commercial Property Owner (but only to the extent provided herein). The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes; provided, however, the ACC shall not impose any standards that violate local, state or federal law. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

**20.4 Development Plan.** Developer has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO HOME OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING Laguna Isle COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW Laguna Isle COMMUNITY WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

**20.5 Community Standards.** Each Home Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Home Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

**20.6 Quorum.** A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

**20.7 Power and Duties of the ACC.** No improvements shall be constructed on any portion of Laguna Isle Community, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Laguna Isle Community, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

**20.8 Procedure.** In order to obtain the approval of the ACC, each Home Owner shall observe the following:

- 20.8.1** Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.
- 20.8.2** In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Home Owner shall, within fifteen (15) days thereafter, comply with the request.
- 20.8.3** No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon

which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

20.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

20.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

20.8.6 Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Home Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

20.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

20.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right

to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

20.11 Permits. The Home Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

20.12 Construction by Home Owners. The following provisions govern construction activities by Home Owners after consent of the ACC has been obtained:

20.12.1 Each Home Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Home Owner. Each construction site in Laguna Isle Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Laguna Isle Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Laguna Isle Community and no construction materials shall be stored in Laguna Isle Community subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Laguna Isle Community or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

20.12.2 There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Laguna Isle Community as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the



- designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.
- 20.12.3 Each Home Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Laguna Isle Community.
- 20.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Home Owners, Contractors and their respective employees within Laguna Isle Community. Each Home Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Laguna Isle Community and each Home Owner shall include the same therein.

20.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Laguna Isle Community for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

20.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Home Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Home Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

20.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs,

expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

**20.16 Certificate.** In the event that any Home Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

**20.17 Certificate of Compliance.** Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Home Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Home Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

**20.18 Exemption.** Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees or any Builders designated by Developer as being exempt from ACC review, including, without limitation, improvements made or to be made to the Common Areas or any Home, together with the construction of improvements within the Commercial Parcel, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

**20.19 Exculpation.** Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Home Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Home Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any

plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## 21 Home Owners Liability.

21.1. Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If a Home Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Home Owner shall be responsible for taking measures to "cap off " the main line of the loop irrigation system that leads to the Home. In addition, the Home Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Home Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Home Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Home Owner and Developer shall not be liable for the same. Furthermore, each Home Owner understands that as provided in this Declaration, a Home Owner may be permitted to install, without limitation, a private fence, patio, and/or screened enclosure ("Improvement") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If a fence is approved to be installed, then a five (5) foot gate must also installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of the Laguna Isle Community drainage system will not be affected by the re-routing of the irrigation system. Should a Home Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Home Owner, all as further provided in this Declaration and/or Community Standards.

## 21.2 Right to Cure. Should any Home Owner do any of the following:

- 21.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or
- 21.2.2 Cause any damage to any improvement or Common Areas; or
- 21.2.3 Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

- 21.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or
- 21.2.5 Impede Developer from proceeding with or completing the development of Laguna Isle Community; or
- 21.2.6 Fail to comply with the requirements of Section 21.1, then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Homes and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Home Owner as an Individual Assessment.

21.3 Non-Monetary Defaults. In the event of a violation by any Home Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Home Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

- 21.3.1 Commence an action to enforce the performance on the part of the Home Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- 21.3.2 Commence an action to recover damages; and/or
- 21.3.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Home Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Home Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

21.4 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

21.5 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the

exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

**21.6 Enforcement By or Against Other Persons.** In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer, and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

**21.7 Fines.** Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by a Home Owner or a person acting by, through, or under a Home Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Home Owner or any person acting by, through, or under a Home Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of a Home Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

## **22 Additional Rights of Developer.**

**22.1 Sales Office and Administrative Offices.** For so long as Developer owns any property in Laguna Isle Community, is affected by this Declaration, or maintains a sales office or administrative office within Laguna Isle Community, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Laguna Isle Community and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Laguna Isle Community, provided that no sales activities shall take place with respect to other properties outside of the Laguna Isle Community until such time as Developer has purchased the Phase Two Property and the Phase Three Property. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Laguna Isle Community, including Common Areas, employees in the models and

offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

**22.2 Modification.** The development and marketing of Laguna Isle Community will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Laguna Isle Community to, as an example and not a limitation, amend a Plat and/or the Development Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Home Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

**22.3 Promotional Events.** Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within Laguna Isle Community and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Laguna Isle Community and Homes in advertisements and other media by making reference to Laguna Isle Community, including, but not limited to, pictures or drawings of Laguna Isle Community, Common Areas, and Homes constructed in Laguna Isle Community. All logos, trademarks, and designs used in connection with Laguna Isle Community are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

**22.4 Use by Prospective Purchasers.** Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Laguna Isle Community.

**22.5 Franchises.** Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

**22.6 Easements.** Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress

and egress, drainage, utilities service, maintenance, Telecommunications Systems, and other purposes over, upon and across all portions of the Laguna Isle Community (other than the Commercial Property) owned by Developer or the Association. In addition, an easement is hereby reserved in favor of Developer, Association and Telecommunication Providers, including without limitation GTI and SFFC, five feet in width and centered upon the location of the actual installation of cables and other portions of the Telecommunications System installed upon Lots for the purposes of maintenance, repair and/or replacement of portions of the Telecommunications System.

**22.7 Right to Enforce.** Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

**22.8 Additional Development.** If Developer withdraws portions of Laguna Isle Community from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

**22.9 Representations.** Developer makes no representations concerning development both within the boundaries of Laguna Isle Community including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Laguna Isle Community or in Laguna Isle Community or adjacent or near Laguna Isle Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

**22.10 Duration of Rights.** The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in Laguna Isle Community; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

## 23 Telecommunications Services.

23.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Laguna Isle Community. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations.

23.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a part of the Laguna Isle Community pursuant to an agreement between Association and such Telecommunications Provider, including without limitation GTI and SFFC, a perpetual right, privilege, easement and right-of-way across, over, under and upon Laguna Isle Community for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Laguna Isle Community for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Laguna Isle Community, then the cost of the Telecommunication Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

23.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses



not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations.

23.4. No Amendment. No amendment of this Declaration shall adversely affect the rights of a Telecommunications Provider, including without limitation GTI and SFFC, under this Section 23 without such Telecommunications Provider's prior consent.

24 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY HOME OWNER, OCCUPANT OR USER OF ANY PORTION OF Laguna Isle COMMUNITY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

24.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF Laguna Isle COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF Laguna Isle COMMUNITY AND THE VALUE THEREOF; AND

24.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR BROWARD COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

24.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH HOME OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF Laguna Isle COMMUNITY (BY VIRTUE OF ACCEPTING SUCH

INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH HOME OWNER, THE PHASE ONE PROPERTY OWNER, THE PHASE TWO PROPERTY OWNER THE PHASE THREE PROPERTY OWNER AND COMMERCIAL PROPERTY OWNER, AS APPLICABLE, AGREE THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH HOME OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

26 Venue. EACH HOME OWNER, ACKNOWLEDGES REGARDLESS OF WHERE SUCH HOME OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN BROWARD COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN BROWARD COUNTY, FLORIDA AND EACH HOME IS LOCATED IN BROWARD COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH HOME OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN BROWARD COUNTY, FLORIDA.

27 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH HOME OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH HOME

OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH HOME OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH HOME OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE LAGUNA ISLE COMMUNITY TO THIS DECLARATION, EACH HOME OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A HOME OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF HOME OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

28 Monitoring System. The following provisions shall govern any Monitoring System which serves the Laguna Isle Community.

28.1 Right to Install. Association shall have the right, but not the obligation, to contract for the installation, maintenance, replacement and/or operation of a Monitoring System for Laguna Isle Community and/or each Home within Laguna Isle Community. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. The existence from time to time of any portion of the Monitoring System is not a guarantee of its future maintenance or existence by Association or Developer. Developer (prior to the Community Completion Date) reserves the right to discontinue, remove, alter, upgrade or terminate components of the Monitoring System. In addition, all Home Owners specifically acknowledge that Laguna Isle Community may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas, which may form part of the Monitoring System. ASSOCIATION, BUILDERS, AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE

**ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.**

**28.2 Components.** The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse will be manned. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Home Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

**28.3 Part of Operating Costs.** If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Home Owners. The purpose of the Monitoring System will be to control access to Laguna Isle Community.

**28.4 Home Owners' Responsibility.** All Home Owners and occupants of any Home, and the tenants, guests and invitees of any Home Owner, as applicable, acknowledge that the Association, their Boards and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Home Owners or Association with respect to such Monitoring System, and the Home Owners and Association shall not make any claim against Developer or any Builder for any loss that a Home Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Home Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Laguna Isle Community or any residential subdivision contained therein. Developer, Builders and Association do not guarantee or warrant, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services)

will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Home Owner and the occupant of each Home acknowledges that Developer, Builders and the Association, their employees, agents, managers, directors, and officers, are not insurers of Home Owners or Homes, or the personal property located within Homes. Developer, Builders and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

29 Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

30 Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Provided, however, that until Developer shall have acquired title to the Phase Two Property and the Phase Three Property, Developer shall make no assignments of its rights hereunder, except to lenders providing financing to Developer with respect to the Laguna Isle Community.

31 General Provisions.

31.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Home Owners shall be bound thereby.

31.2 Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the Home Owners. This Section shall not, however, apply to:

- 31.2.1 actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Community Standards);
- 31.2.2 the imposition and collection of Assessments as provided in this Declaration;
- 31.2.3 proceedings involving challenges to ad valorem taxation;
- 31.2.4 counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Developer is obtained, which may be granted or denied in its sole discretion.

**31.3 Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

**31.4 Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

**31.5 Florida Statutes.** Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

**31.6 Title Documents.** Each Home Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which may include the following documents recorded in the Public Records of Broward County, Florida (collectively, the "Title Documents"):

- (a) Conservation Easement to be recorded in the Public Records;
- (b) FP&L Indemnification Agreement to be recorded in the Public Records.

Developer's plan of development for Laguna Isle Community may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Home Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Home Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Home Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Home Owner agrees, by its acceptance of a deed to a Home:

- (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and
- (b) that such Home Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

32 Construction Activities. ALL HOME OWNERS, OCCUPANTS AND USERS OF THE LAGUNA ISLE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAGUNA ISLE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAGUNA ISLE COMMUNITY, EACH SUCH HOME OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAGUNA ISLE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAGUNA ISLE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 15th day of October, 1999.

WITNESSES:

Print Name: JOHN KINSLEY  
 Print Name: EVAN RABINOWITZ

TRANSEASTERN LAGUNA PROPERTIES INC., a Florida corporation

By: ARTHUR J. FALCONE  
 Name: ARTHUR J. FALCONE  
 Title: PRESIDENT

{SEAL}

STATE OF FLORIDA )  
 ) SS.:  
 COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 15th day of October, 1999 by Arthur J. Falcone, as President of Transeastern Laguna Properties, Inc., a Florida corporation, who is personally known to me or who produced driver's license as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida  
 at Large

Print name: \_\_\_\_\_





JOINDER

The undersigned does hereby join in the Declaration of Restrictions and Covenants for Laguna Isle Community (the "Declaration"), to which this Joinder is attached for the sole purpose of submitting the real property described on Exhibit 2, Exhibit 3 and Exhibit 7 to the Declaration to all of terms and provisions of such Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15<sup>th</sup> day of October 1999.

WITNESSES:

Print Name: Aleida Ors Waldman

Print Name: John T. Kiley

Print Name: Aleida Ors Waldman

Print Name: John T. Kiley

RONALD BERGERON, SR.

RONALD M. BERGERON, SR., trustee under Ronald M. Bergeron, Sr., Trustee of that certain Declaration of Trust of Ronald Milton Bergeron, a/k/a Ronald Milton Bergeron, Sr., dated January 6, 1989

STATE OF FLORIDA )

) SS.:

COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1999 by Ronald M. Bergeron, Sr., who is personally known to me or who produced driver's license as identification.

My commission expires:

NOTARY PUBLIC, State of Florida  
at Large

Print name: Aleida Ors Waldman

STATE OF FLORIDA )

) SS.:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 15th day of October, 1999 by Ronald M. Bergeron, Sr., trustee under Ronald M. Bergeron, Sr., Trustee of that certain Declaration of Trust of Ronald Milton Bergeron, a/k/a Ronald Milton Bergeron, Sr., dated January 6, 1989 who is personally known to me or who produced credentials as identification.

My commission expires:

  
NOTARY PUBLIC, State of Florida  
at Large

Print name: \_\_\_\_\_



JOINDER

LAGUNA ISLE COMMUNITY ASSOCIATION, INC.

Laguna Isle COMMUNITY ASSOCIATION, INC. ("Association") does hereby join in the Declaration of Restrictions and Covenants for Laguna Isle Community (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of October 1999.

WITNESSES:

LAGUNA ISLE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]  
Print Name: \_\_\_\_\_  
[Signature]  
Print Name: Eva Rabinowitz

By: [Signature]  
Name: NEIL KINER  
Title: PRESIDENT

(SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS.:

The foregoing instrument was acknowledged before me this 15th day of October, 1999 by Neil Kiner as President of Laguna Isle Community Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large  
Print name: John T. Kinney  
Commission # 00 818074  
Expires June 18, 2003  
Banded Thru  
Atlantic Bonding Co., Inc.

75

**EXHIBIT 1**  
**PHASE ONE PROPERTY**

---



**CARNAHAN-PROCTOR & ASSOCIATES, INC.**  
CONSULTING ENGINEERS • SURVEYORS • PLANNERS  
LAND DEVELOPMENT CONSULTANTS

6191 WEST ATLANTIC BLVD., MARGATE, FL 33063 (954)972-3959 FAX (954)972-4178

**SKETCH AND LEGAL DESCRIPTION**  
BIG SKY NORTH INITIAL PARCEL

**LEGAL DESCRIPTION**

ALL OF TRACTS 42, 43, 44, 53, 54, 55, AND 56, TOGETHER WITH PORTIONS OF TRACTS 37, 38, 39, 40, 41, 57, 58, 59, AND 60 TOGETHER WITH PORTIONS OF THE ADJACENT PLATTED ROADS, ALL LYING IN SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 01°45'41" EAST, ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 2996.78 FEET; THENCE NORTH 89°53'13" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING (1); THENCE CONTINUE NORTH 89°53'13" EAST, ALONG THE NORTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 5429 AT PAGE 931 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 2820.20 FEET; THENCE SOUTH 01°46'15" EAST, ALONG THE EAST LINE OF SAID TRACTS 37, 44, 53, AND 60, DISTANCE OF 2266.18 FEET; THENCE SOUTH 89°53'41" WEST, ALONG A LINE 65.00 FEET NORTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 1 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF SHERIDAN STREET AS RECORDED IN OFFICIAL RECORDS BOOK 19980 AT PAGE 993 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), A DISTANCE OF 850.14 FEET; THENCE NORTH 01°46'07" WEST, ALONG THE WEST LINE OF SAID TRACT 60, A DISTANCE OF 35.01 FEET; THENCE SOUTH 89°53'41" WEST, ALONG A LINE 100.00 FEET NORTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 1 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF SHERIDAN STREET AS RECORDED IN OFFICIAL RECORDS BOOK 18290 AT PAGE 779 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), A DISTANCE OF 1137.37 FEET; THENCE NORTH 01°45'41" WEST, A DISTANCE OF 550.23 FEET; THENCE SOUTH 89°53'41" WEST, A DISTANCE OF 833.07 FEET; THENCE NORTH 01°45'41" WEST, ALONG A LINE 10.00 FEET EAST OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 1, A DISTANCE OF 1680.56 FEET TO THE POINT OF BEGINNING.

**LESS THE FOLLOWING DESCRIBED PARCEL:**

COMMENCING AT SAID NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 01°45'41" EAST, ALONG SAID WEST LINE OF SECTION 1, A DISTANCE OF 3163.28 FEET; THENCE NORTH 89°53'15" EAST, A DISTANCE OF 55.02 FEET TO THE POINT OF BEGINNING (2); THENCE CONTINUE NORTH 89°53'15" EAST, A DISTANCE OF 400.16 FEET; THENCE SOUTH 01°45'41" EAST, A DISTANCE OF 613.76 FEET; THENCE SOUTH 89°53'41" WEST, A DISTANCE OF 366.16 FEET; THENCE NORTH 45°56'00" WEST, A DISTANCE OF 48.78 FEET; THENCE NORTH 01°45'41" WEST, ALONG A LINE 55.00 FEET EAST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 1, A DISTANCE OF 579.69 FEET TO THE POINT OF BEGINNING.

(BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 1 HAVING A BEARING OF NORTH 89°53'41" EAST, ACCORDING TO THE "CRAVEN-THOMPSON AND ASSOCIATES RESURVEY", AS RECORDED IN MISCELLANEOUS PLAT BOOK 6 AT PAGE 20 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS TRANSFORMED TO THE NORTH AMERICAN DATUM OF 1983, WITH THE 1990 ADJUSTMENT).

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 118.532 ACRES, MORE OR LESS.

**NOTES:**

01. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., CERTIFICATE OF AUTHORIZATION NO. LB2936 AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

**ABBREVIATIONS**

A	-	ARC LENGTH	L	-	CENTERLINE
D	-	DELTA (CENTRAL ANGLE)	D.E.	-	DRAINAGE EASEMENT
B.C.R.	-	BROWARD COUNTY RECORDS	N.T.S.	-	NOT TO SCALE
D.C.R.	-	DADE COUNTY RECORDS	P.B.	-	PLAT BOOK
F.P.L.	-	FLORIDA POWER AND LIGHT	O.R.B.	-	OFFICIAL RECORDS BOOK
PG.	-	PAGE(S)	P.O.B.	-	POINT OF BEGINNING
P.O.C.	-	POINT OF COMMENCEMENT	R	-	RADIUS

0AWPCADDUHI1UNITAL.S4L

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Jeff S. Hodat*  
JEFF S. HODAT  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS 5111

DATE OF LAST FIELD WORK: NOT A SURVEY

BIG SKY NORTH

JOB NO.: 970811

DATE: 3-16-98

SHEET 1 OF 2 SHEETS





# CARNAHAN-PROCTOR-CROSS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 2936  
8101 WEST ATLANTIC BLVD., MARGATE, FL 33063  
PHONE (954)972-3950 FAX (954)972-4178 E-MAIL: margate@carnahan-proctor.com

## DESCRIPTION AND SKETCH

(NOT A SURVEY)  
BIG SKY NORTH RESIDENTIAL PHASE II

### LEGAL DESCRIPTION

ALL OF TRACTS 25, 26, 27, AND 28, TOGETHER WITH PORTIONS OF TRACTS 10, 11, 22, 23, 24, 37, 38, 39, AND 40, TOGETHER WITH PORTIONS OF THE ADJACENT PLATTED ROADS, ALL LYING IN SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 01°45'41" EAST, ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 96.04 FEET; THENCE NORTH 89°52'39" EAST, ALONG A LINE 96.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°45'41" EAST, ALONG A LINE 10.00 FEET EAST OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1383.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°14'19" EAST, A DISTANCE OF 195.10 FEET; THENCE SOUTH 38°44'21" EAST, A DISTANCE OF 83.12 FEET; THENCE NORTH 88°14'19" EAST, A DISTANCE OF 230.20 FEET; THENCE NORTH 79°35'05" EAST, A DISTANCE OF 50.58 FEET; THENCE NORTH 88°14'19" EAST, A DISTANCE OF 400.97 FEET; THENCE NORTH 01°45'41" WEST, A DISTANCE OF 235.64 FEET; THENCE NORTH 88°13'53" EAST, A DISTANCE OF 457.44 FEET; THENCE SOUTH 01°46'07" EAST, A DISTANCE OF 75.10 FEET; THENCE NORTH 88°13'53" EAST, A DISTANCE OF 165.10 FEET; THENCE SOUTH 01°46'07" EAST, A DISTANCE OF 245.72 FEET; THENCE NORTH 88°13'53" EAST, A DISTANCE OF 230.20 FEET; THENCE SOUTH 67°56'32" EAST, A DISTANCE OF 54.66 FEET; THENCE NORTH 88°13'53" EAST, A DISTANCE OF 140.10 FEET; THENCE SOUTH 01°46'07" EAST, ALONG THE EAST LINE OF SAID TRACT 22, A DISTANCE OF 409.12 FEET; THENCE NORTH 89°53'01" EAST, ALONG THE NORTH LINE OF SAID TRACT 28, A DISTANCE OF 650.00 FEET; THENCE SOUTH 01°46'15" EAST, ALONG THE EAST LINE OF SAID TRACTS 28 AND 37, A DISTANCE OF 999.08 FEET; THENCE SOUTH 89°53'13" WEST, A DISTANCE OF 2620.20 FEET; THENCE NORTH 01°45'41" WEST, ALONG A LINE 10.00 FEET EAST OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1517.43 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 84.552 ACRES, MORE OR LESS.

### NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
5. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
6. THIS IS NOT A SURVEY.

### ABBREVIATIONS

A ARC LENGTH  
B.C.R. BROWARD COUNTY RECORDS  
CH CHORD  
D DELTA (CENTRAL ANGLE)  
D.C.R. DADE COUNTY RECORDS  
D.E. DRAINAGE EASEMENT  
O.R.B. OFFICIAL RECORD BOOK  
P.B. PLAT BOOK  
P.B.C.R. PALM BEACH COUNTY RECORDS  
PG. PAGE(S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
R RADIUS  
R.W. RIGHT-OF-WAY  
U.E. UTILITY EASEMENT

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Jeff S. Modapp*  
JEFF S. MODAPP  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS 5111

DATE OF LAST FIELD WORK: NOT A SURVEY

BIG SKY NORTH RESIDENTIAL PHASE II

JOB NO.: 970811

DATE: 6/2/99

SHEET 1 OF 2 SHEETS







# CARNAHAN-PROCTOR-CROSS, INC.

CERTIFICATE OF AUTHORIZATION NO. LB 2936  
8101 WEST ATLANTIC BLVD., MARGATE, FL 33063  
PHONE (954)972-3950 FAX (954)972-4178 E-MAIL: margate@carnahan-proctor.com

## DESCRIPTION AND SKETCH

(NOT A SURVEY)

BIG SKY NORTH RESIDENTIAL PHASE III

### LEGAL DESCRIPTION

ALL OF TRACTS 6 AND 9, TOGETHER WITH PORTIONS OF TRACTS 7, 8, 10, 11, 22, 23, AND 24, TOGETHER WITH PORTIONS OF THE ADJACENT PLATTED ROADS, ALL LYING IN SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST OF THE EVERGLADES LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 01°45'41" EAST, ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 98.04 FEET; THENCE NORTH 89°52'39" EAST, ALONG A LINE 98.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°52'39" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 62.03 FEET; THENCE NORTH 44°03'29" EAST, A DISTANCE OF 50.20 FEET; THENCE NORTH 89°52'39" EAST, ALONG A LINE 60.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 1, A DISTANCE OF 300.00 FEET; THENCE NORTH 88°26'43" EAST, A DISTANCE OF 200.05 FEET; THENCE NORTH 89°52'39" EAST, ALONG A LINE 65.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE, A DISTANCE OF 71.87 FEET (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTH LINE OF STIRLING ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 18290 AT PAGE 757 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA); THENCE NORTH 01°45'58" WEST, ALONG THE WEST LINE OF SAID TRACT 6, A DISTANCE OF 45.02 FEET; THENCE NORTH 89°52'39" EAST, ALONG A LINE 10.00 FEET SOUTH OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 1, A DISTANCE OF 659.92 FEET; THENCE SOUTH 01°46'07" EAST, ALONG THE EAST LINE OF SAID TRACTS 6, 11 AND 22, A DISTANCE OF 1578.95 FEET; THENCE SOUTH 88°13'53" WEST, A DISTANCE OF 140.10 FEET; THENCE NORTH 67°56'32" WEST, A DISTANCE OF 54.66 FEET; THENCE SOUTH 88°13'53" WEST, A DISTANCE OF 230.20 FEET; THENCE NORTH 01°46'07" WEST, A DISTANCE OF 245.72 FEET; THENCE SOUTH 88°13'53" WEST, A DISTANCE OF 165.10 FEET; THENCE NORTH 01°46'07" WEST, A DISTANCE OF 75.10 FEET; THENCE SOUTH 88°13'53" WEST, A DISTANCE OF 457.44 FEET; THENCE SOUTH 01°45'41" EAST, A DISTANCE OF 235.84 FEET; THENCE SOUTH 88°14'19" WEST, A DISTANCE OF 400.97 FEET; THENCE SOUTH 79°35'05" WEST, A DISTANCE OF 50.58 FEET; THENCE SOUTH 88°14'19" WEST, A DISTANCE OF 230.20 FEET; THENCE NORTH 38°44'21" WEST, A DISTANCE OF 83.12 FEET; THENCE SOUTH 88°14'19" WEST, A DISTANCE OF 195.10 FEET; THENCE NORTH 01°45'41" WEST, ALONG A LINE 10.00 FEET EAST OF, AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1383.31 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, AND CONTAIN 63.900 ACRES, MORE OR LESS.

### NOTES

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
5. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
6. THIS IS NOT A SURVEY.

### ABBREVIATIONS

A ARC LENGTH  
B.C.R. BROWARD COUNTY RECORDS  
CH. CHORD  
D DELTA (CENTRAL ANGLE)  
D.E. DRAINAGE EASEMENT  
D.C.R. DADE COUNTY RECORDS  
O.R.B. OFFICIAL RECORD BOOK  
P.B. PLAT BOOK  
P.B.C.R. PALM BEACH COUNTY RECORDS  
P.G. PAGE (S)  
P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCEMENT  
R RADIUS  
R.W. RIGHT-OF-WAY  
U.E. UTILITY EASEMENT

### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JEFF A. HODGINS  
SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS 5111

DATE OF LAST FIELD WORK: NOT A SURVEY

BIG SKY NORTH RESIDENTIAL PHASE III

JOB NO.: 970811

DATE: 6/2/99

SHEET 1 OF 2 SHEETS

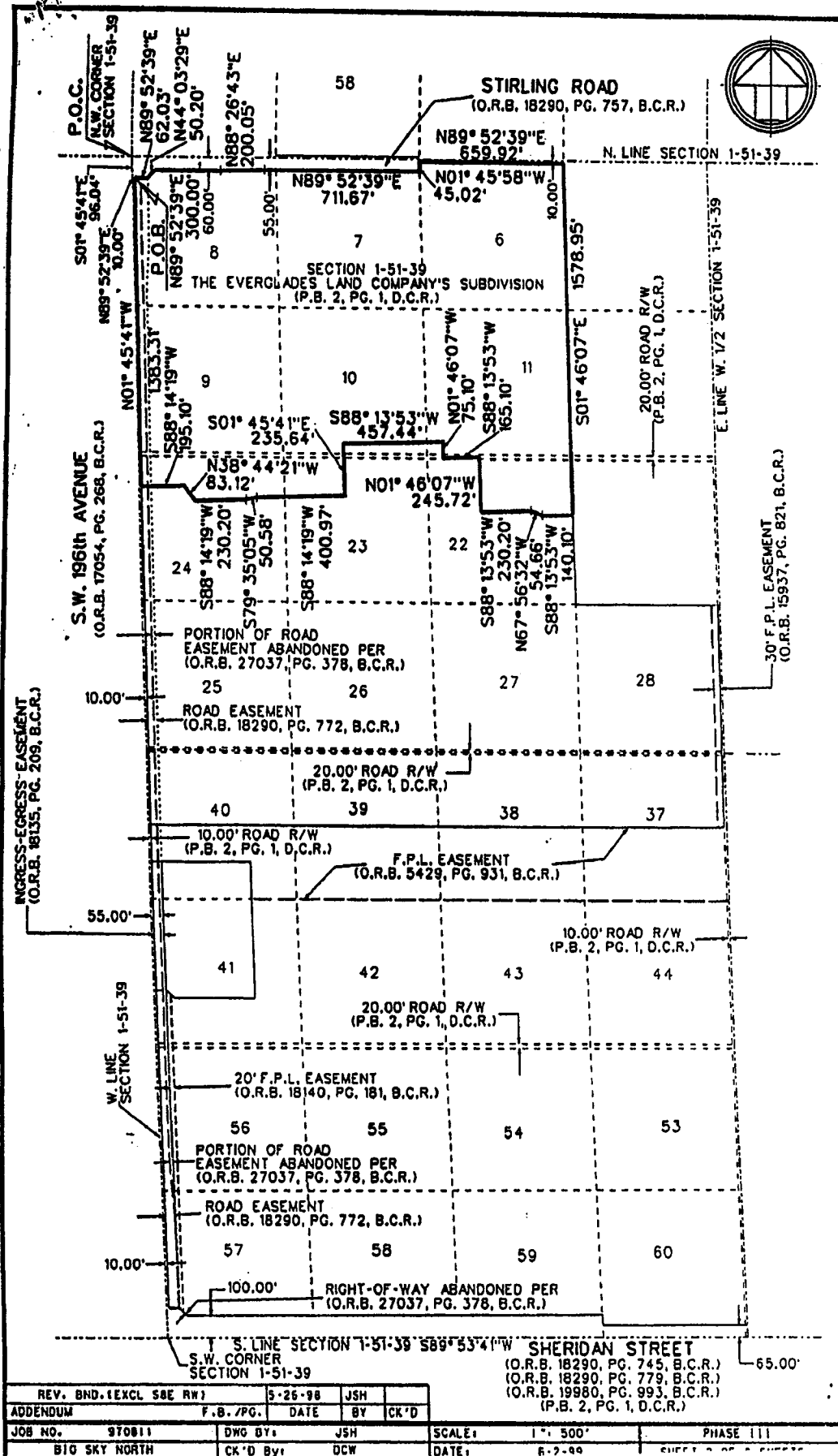


Exhibit "A"

OR BK 29947 PG 0467

ARTICLES OF INCORPORATION  
OF  
TRANSEASTERN LAGUNA PROPERTIES, INC.

**FILED**  
99 SEP 30 AM 9:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned Incorporator(s), for the purpose of forming a corporation under the Florida General Corporation Act, hereby adopt, the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of this corporation shall be: TRANSEASTERN LAGUNA PROPERTIES, INC.

ARTICLE II

Principal Office

The principal place of business or mailing address of this corporation shall be:

3300 University Drive

Coral Springs, Florida 33065

ARTICLE III

Capital Stock

The aggregate number of shares of stock this corporation is authorized outstanding at any one time is: One Thousand (1,000) Shares, all of one class, common stock, at One (\$1.00) Dollar par value.

ARTICLE IV

Term of Existence

This corporation is to exist perpetually.

ARTICLE V

Pre-emptive Rights

Each shareholder of this corporation shall have the first right to purchase shares (and securities

convertible into shares) of any class, kind, or series of stock in this corporation that may from time to time be issued, (whether or not presently authorized), including shares from the treasury of this corporation, in the ratio that the number of shares he holds at the time of issue bears to the total number of shares outstanding exclusive of treasury shares. This right shall be deemed waived by any shareholder who does not exercise it and pay for the shares pre-empted within thirty (30) days of receipt of a notice in writing from the corporation, stating the prices, terms and conditions of the issue of shares, and inviting him to exercise his pre-emptive rights. This right may also be waived by affirmative written waiver by the shareholder to the corporation within thirty (30) days of receipt of notice from the corporation.

#### ARTICLE VI

##### Initial Registered Office And Agent

The name and address of the initial registered agent and office of this corporation is as follow:

<i>Name</i>	<i>Address</i>
Alan J. Polin	3300 University Drive, Suite 601 Coral Springs, Fla. 33065

#### ARTICLE VII

##### The Name(s) and Address(es) of the Incorporator(s)

The name(s) and address(es) of the Incorporator(s) signing these Articles of Incorporation is (are):

<i>Name</i>	<i>Address</i>
Cora DiFiore	3300 University Drive Coral Springs, Fla. 33065

## ARTICLE VIII

Initial Board of Directors

This corporation shall have three (3) directors initially. The number of directors may be either increased or decreased from time to time by an amendment of the bylaws of the corporation in the manner provided by law but shall never be less than one (1).

The names and addresses of the initial directors of this corporation are:

<i>Name</i>	<i>Address</i>
Arthur Falcone	3300 University Drive, Coral Springs, FL 33065
Philip Cucci	3300 University Drive, Coral Springs, FL 33065
Edward Falcone	3300 University Drive, Coral Springs, FL 33065

## ARTICLE IX

Purpose

The purpose of this corporation is to engage in any activities or business permitted under the laws of the United States and the state of Florida. In addition, the purpose of this corporation is to engage in real estate development.

## ARTICLE X

Notice

All notices required by Chapter 607, Florida Statutes, including notice to directors and shareholders, must be in writing unless oral notice is authorized in the bylaws.

## ARTICLE XI

SHARES WITHOUT CERTIFICATES

The board of directors may authorize issuance of all or any portion of the corporation's shares without certificates unless the bylaws provide otherwise.

ARTICLE XII

Amendment of Articles

This corporation may amend its Articles of Incorporation at any time to add or change a provision that is required or permitted in the Articles of Incorporation or to delete a provision not required in the Articles of Incorporation. This corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation. The power to adopt, alter, amend or repeal the Articles of Incorporation of this corporation shall be vested in the board of directors and approved by a majority of the shareholders entitled to vote as more specifically set forth in Sections 607.1002 and 607.1003, Florida Statutes.

ARTICLE XIII

Cumulative Voting

In any election of directors by the shareholders, each shareholder of record shall have the right to cumulate his shares and to give one candidate as many votes as the number of directors to be elected multiplied by the number of shares equals, or to distribute them on the same principle among as many candidates as he sees fit, provided however, that notice shall be given by any shareholder to the President or a Vice President of the corporation not less than twenty-four (24) hours before the time fixed for the holding of the meeting for the election of directors that he intends to cumulate his votes at such election. This right to vote cumulatively shall not be further restricted or qualified by any provision in the bylaws of the corporation.

ARTICLE XIV

Indemnification

The corporation may be empowered to indemnify any officer or director, or any former officer

or director in the manner set out and provided for pursuant to the provision of Sections 607.0850, Florida Statutes.

IN WITNESS WHEREOF, the undersigned Incorporator(s) has/have executed these Articles of Incorporation this 29 day of September, 1999.

Cora DiFiore, Inc.

Cora DiFiore (Signature/Incorporator)

9/29/99

Date

*Having been named as registered agent and to accept service of process of the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all Statutes related to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

Alan J. Polin

Alan J. Polin (Signature/ Registered Agent)

9/29/99

Date

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99 SEP 30 AM 9:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## BY-LAWS

## OF

TRANSEASTERN LAGUNA PROPERTIES, INC.

A Florida Corporation

## Article I. -- Shareholders

1.1 Annual Meeting: A meeting of shareholders shall be held each year for the election of directors and for the transaction of any other business that may come before the meeting. The time and place of the meeting shall be designated by the Board of Directors.

1.2 Special Meeting: Special meetings of the shareholders, for any purpose or purposes, shall be held when directed by the President, or at the request of the holders of not less than one tenth of all outstanding shares of the corporation entitled to vote at the meeting.

1.3 Place of Meeting: The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any annual or special meeting of the shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation [in the state of Florida].

1.4 Action Without a Meeting: Unless otherwise provided in the articles of incorporation, action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of outstanding shares of each voting group entitled to vote on it having not less than the minimum number of votes with respect to each voting group that



would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote, and delivered to the corporation at its principal office in Florida or its principal place of business, or to the corporate secretary or another office or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. No written consent shall be effective to take corporate action unless, within 60 days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the corporation.

Any written consent may be revoked before the date that the corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the corporation at its principal office or its principal place of business, or received by the corporate secretary or other office or agency of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded.

Within ten days after obtaining authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action. The notice shall fairly summarize the material features of the

authorized action and, if the action is one for which dissenters' rights are provided under the articles of incorporation or by law, the notice shall contain a clear statement of the right of shareholders dissenting there from to be paid the fair value of their shares upon compliance with applicable law.

A consent signed as required by this section has the effect of a meeting vote and may be described as such in any document.

Whenever action is taken as provided in this section, the written consent of the shareholders consenting or the written reports of inspectors appointed to tabulate such consents shall be filed with the minutes of proceedings of shareholders.

**1.5 Notice of Meeting:** Except as provided in F.S. Chapter 607, the Florida Business Corporation Act, written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by, or at the direction of, the president or the secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at the meeting. If the notice is mailed at least 30 days before the date of the meeting, it may be effected by a class of United States mail other than first-class. If mailed, the notice shall be effective when mailed, if mailed, postage prepaid and correctly addressed to the shareholder's address shown in the current record of shareholders of the corporation.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

**1.6 Waiver of Notice of Meeting:** Whenever any notice is required to be given to any shareholder, a waiver in writing signed by the person or persons entitled to such notice, whether signed before, during, or after the time of the meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of the meeting, unless the person objects at the beginning of the meeting to the holding of the meeting or the transacting of any business at the meeting or (b) lack of defective notice of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented.

**1.7 Fixing of Record Date:** In order that the corporation may determine the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any

adjournment thereof, or to express consent to corporate action in writing without a meeting, or to demand a special meeting; the board of directors may fix, in advance, a record date, not more than 70 days before the date of the meeting or any other action. A determination of shareholders of record entitled to notice of, or to vote at, a meeting of shareholders shall apply to any adjournment of the meeting unless the board fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

If no prior action is required by the board, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to the corporation under Section 1.4 of this Article.

**1.8 Voting Record:** After fixing a record date for a meeting of shareholders, the corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the meeting, arranged by voting group with the address of, and the number, class, and series, if any, of shares held by, each shareholder. The shareholders' list must be available for inspection by any shareholder for a period of ten days before the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the corporation's transfer agent or registrar. Any shareholder of the corporation or the

shareholder's agent or attorney is entitled on written demand to inspect the shareholders' list (subject to the requirements of E.S. 607.1602(3)) during regular business hours and at the shareholder's expense, during the period it is available for inspection.

The corporation shall make the shareholders' list available at the meeting of shareholder, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

1.9 Voting Per Share: Except as otherwise provided in the articles of incorporation or by E.S. 607.0721, each shareholder is entitled to one vote for each outstanding share held by him or her on each matter voted at a shareholders' meeting.

1.10 Voting of Shares: A shareholder may vote at any meeting of shareholders of the corporation, either in person or by proxy.

Shares standing the name of another corporation domestic or foreign, may be voted by the officer, agent, or proxy designated by the by-laws of the corporate shareholder, or in the absence of any applicable by-law, by a person or persons designated by the board of directors of the corporate shareholder. In the absence of any such designation or, in case of conflicting designation by the corporate shareholder, the chairman of the board, the president, any vice president, the secretary, and the treasurer of the corporate shareholder, in that order, shall be presumed to be fully authorized to vote the shares.

Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name or the name of his or her nominee.

Shares held by or under the control of, a receiver, a trustee in bankruptcy proceedings, or any assignee for the benefit of creditors may be voted by such person without the transfer into his or her name.

If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one votes, in person or by proxy, that act binds all; (b) if more than one votes, in person or by proxy, 51% out of the majority so voting binds all; (c) if more than one votes, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is

held in unequal interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

1.11 Proxies: Any shareholder of the corporation, other person entitled to vote on behalf of a shareholder pursuant to E.S. 607.0721, or attorney-in-fact for such persons, may vote the shareholder's shares in person or by proxy. Any shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by an attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form.

An appointment of a proxy is effective when received by the secretary of the corporation or such other officer or agent authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment.

An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

1.12 Quorum: Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter.

Except as otherwise provided in the articles of incorporation or by law, a majority of the shares entitled to vote on the matter by each voting group, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, but in no event shall a quorum consist of less than one third of the shares of each voting group entitled to vote. If less than a majority of outstanding shares entitled to vote are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

After a quorum has been established at any shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

1.13 Manner of Action: If a quorum is present, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting



group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of affirmative votes is required by the articles of incorporation or by law.

1.14 Voting for Directors: Unless otherwise provided in the articles of incorporation, directors will be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

1.15 Inspectors of Election: Before each shareholders' meeting, the board of directors or president shall appoint one or more Inspectors of Election. Upon appointment, each inspector shall take and sign an oath faithfully to execute the duties of inspector at the meeting with strict impartiality and to the best of his or her ability. Inspectors shall determine the number of shares outstanding, the number of shares present at the meeting, and whether a quorum is present. The inspectors shall receive votes and ballots and determine all challenges and questions as to the right to vote. The inspectors shall count and tabulate all votes and ballots and determine the results. Inspectors shall perform other duties as are proper to conduct elections of directors and votes on other matters with fairness to all shareholders. Inspectors shall make a certificate of the results of elections of directors and votes on other matters. No inspector shall be a candidate for election as a director of the corporation.

Article 2 -- Board of Directors

2.1 General Powers: Except as provided in the articles of incorporation and by law, all corporate powers shall be exercised by or under the authority of , and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

2.2 Number, Terms, Classification, and Qualification: The board of directors of the corporation shall consist of three persons. The number of directors may at any time and from time to time be increased or decreased by action of either the shareholders or the board of directors, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director must be a natural person of at least 18 years of age, but need not be a citizen of the United States of America, a resident of the State of Florida, nor a shareholder of the corporation. Each director shall hold office until a successor has been elected and qualified or until an earlier resignation, removal from office, or death.

2.3 Regular Meetings: An annual regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of the shareholders and at such other time and place as may be determined by the board of directors. The board may, at any time and from time to time, provide by resolution the time and place, either within or without the State of Florida, for the holding of the annual

regular meeting or additional regular meeting of the board without other notice than the resolution.

2.4 Special Meetings: Special meetings of the board of directors may be called by the chairman of the board, the president, or any two directors.

The person or persons authorized to call special meetings of the board may designate any place, either within or without the State of Florida, as the place for holding any special meeting of the board called by them. If no designation is made, the place of the meeting shall be the principal office of the corporation in Florida.

Notice of any special meeting of the board may be given by any reasonable means, oral or written, and at any reasonable time before the meeting. The reasonableness of notice given in connection with any special meeting of the board shall be determined in light of all pertinent circumstances. It shall be presumed that notice of any special meeting given at least two days before the meeting either orally (by telephone or in person), or by written notice delivered personally or mailed to each director at his or her business or residence address, is reasonable. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mail, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose or purposes of any special

meeting need to be specified in the notice or in any written waiver of notice of the meeting.

2.5 Waiver of Notice of Meeting: Notice of a meeting of the board of directors need not be given to any director who signs a written waiver of notice before, during, or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of the meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

2.6 Quorum: A majority of the number of directors fixed by, or in the manner provided in, these by-laws shall constitute a quorum for the transaction of business; provided however, that whenever, for any reason, a vacancy occurs in the board of directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled.

2.7 Manner of Action: The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors.

2.8 Presumption of Assent: A director of the corporation who is present at a meeting of the board of directors or a committee of the board when corporate action is taken shall be presumed to have assented to the action taken, unless he or she objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or

transacting specific business at the meeting, or he or she votes against or abstains from the action taken.

**2.9 Action Without a Meeting:** Any action required or permitted to be taken at a meeting of the board of directors or a committee of it may be taken without a meeting if a consent in writing, stating the action so taken, is signed by all the directors. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document.

**2.10 Meetings by Means of Conference Telephone Call or Similar Electronic Equipment:** Members of the board of directors may participate in a meeting of the board by means of a conference telephone call or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person at a meeting.

**2.11 Resignation:** Any director may resign at any time by giving written notice to the corporation, the board of directors, or its chairman. Resignation of any director shall take effect when the notice is delivered unless the notice specifies a later effective date, in which event board may fill the pending vacancy before the effective date if they provide that the successor does not take office until the effective date.

2.12 Removal: Any director, or the entire board of directors, may be removed at any time, with or without cause, by action of the shareholders, unless the articles of incorporation provide that directors may be removed only for cause. If a director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that director. The notice of the meeting at which a vote is taken to remove a director must state that the purpose or one of the purposes of the meeting is the removal of the director or directors.

2.13 Vacancies: Any vacancy in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, or by the shareholders.

2.14 Compensation: Each director may be paid the expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director of a fixed sum for attendance at each meeting of the board of directors or both, as may from time to time be determined by action of the board of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

### Article 3 -- Committees of the Board of Directors

The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other

committees each of which, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors, except as prohibited by F.S. 607.0825(1).

Each committee must have two or more members who serve at the pleasure of the board. The board of directors, by resolution adopted in accordance with this article, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of the committee.

#### Article 4 -- Officers

4.1 Officers: The officers of the corporation shall be a president, vice president, a secretary, a treasurer and any other officers and assistant officers as may be deemed necessary, and as shall be approved, by the board of directors. Any two or more offices may be held by the same person.

4.2 Appointment and Term of Office: The officers of the corporation shall be appointed annually by the board of directors at the first meeting of the board held after the shareholders' annual meeting. If the appointment of officers does not occur at this meeting, the appointment shall occur as soon thereafter as practicable. Each officer shall hold office until a successor has been duly appointed and qualified, or until an earlier resignation, removal from office, or death.

4.3 Resignation: Any officer of the corporation may resign from his or her respective office or position by delivering notice to the corporation. The resignation is

effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

4.4 Removal: Any officer of the corporation may be removed from his or her respective office or position at any time, with or without cause, by the board of directors.

4.5 President: The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, generally supervise and control all of the business and affairs of the corporation, and present at all meetings of the shareholders, the board of directors, and all committees of the board of directors on which he or she may serve. In addition, the president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, and as are incident to the offices of president and chief executive officer.

4.6 Vice Presidents: Each vice president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors.

4.7 Secretary: The secretary shall keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that



purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation; and keep a register of the post office address of each shareholder of the corporation. In addition, the secretary shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of secretary.

4.8 Treasurer: The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for money due and payable to the corporation from any source whatsoever; and deposit all such money in the name of the corporation in such banks, trust companies or other depositories as shall be used by the corporation. In addition, the treasurer shall possess, and may exercise such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of treasurer.

4.9 Other Officers, Employees, and Agents: Each and every other officer, employee, and agent of the corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, the officer appointing him or her, and such officer or officers who may from time to time be designated by the board to exercise supervisory authority.

4.10 Compensation: The compensation of the officers of the corporation shall be fixed from time to time by the board of directors.

#### Article 5 -- Certificates of Stock

5.1 Certificates for Shares: The board of directors shall determine whether shares of the corporation shall be uncertificated or certificated. If certificated shares are issued, certificates representing shares in the corporation shall be signed (either manually or by facsimile) by the president or vice president and the secretary or an assistant secretary and may be sealed with the seal of the corporation or a facsimile thereof. A certificate that has been signed by an officer or officers who later ceases to be such officer shall be valid. See SS5.33-5.36 of this manual.

5.2 Transfer of Shares: Ownership of Shares: Transfers of shares of stock of the corporation shall be made only on the stock transfer books of the corporation, and only after the surrender to the corporation of the certificates representing such shares. Except as provided by E.S. 607.0721, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof.

5.3 Lost Certificates: The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate

(a) makes proof in affidavit form that the certificate has been lost, destroyed, or wrongfully taken; (b) requests the issuance of a new certificate before the corporation has notice that the lost, destroyed, or wrongfully taken certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) at the discretion of the board of directors, gives bond in such form and amount as the corporation may direct, to indemnify the corporation, the transfer agent, and registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the corporation.

Article 6 -- Actions With Respect to  
Securities of Other Corporations

Unless otherwise directed by the board of directors, the president or a designee of the president shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of, or with respect to any action of shareholders of, any other corporation in which this corporation may hold securities and to otherwise exercise any and all rights and powers that the corporation may possess by reason of its ownership of securities in other corporations.

Article 7 -- Amendments

These by-laws may be altered, amended, or repealed, and new by-laws may be adopted, by action of the board of directors, subject to the limitations of E.S.

607.1020(1). The shareholders of the corporation may alter, amend, or repeal these by-laws or adopt new by-laws even though these by-laws may also be amended or repealed by the board of directors.

Article 8 -- Corporate Seal

The board of directors shall provide for a corporate seal which shall be circular and shall have the name of the corporation, the year of its incorporation, and the state of incorporation inscribed on it.

**EXHIBIT "C"**

**CORPORATE RESOLUTION  
TRANSEASTERN LAGUNA PROPERTIES, INC.**

**WHEREAS, TRANSEASTERN LAGUNA PROPERTIES, INC.,** a Florida corporation (the "Corporation") is a Florida corporation which is 100% owned by Transeastern Properties, Inc. ("TEP"); and

**WHEREAS, TEP** is under contract with Ronald M. Bergeron, individually and as trustee (the "Bergeron Contract"), to purchase certain real property located in Broward County, in the State of Florida known as Laguna Isle ("Laguna Isle"); and

**WHEREAS, TEP** has elected to form the Corporation and to assign to the Corporation all of its right, title and interest in and to the Bergeron Contract; and

**WHEREAS, TEP** is also the owner of certain real property located in Pasco County, Florida (the "Tampa Bay Lots") and is also under contract with Bayswater Tampa Bay, L.L.C. ("Bayswater") to purchase additional real property located with the project known as Tampa Bay Golf & Tennis Club, and is required pursuant to such contract to purchase 42 residential building lots by September 30, 1999; and

**WHEREAS, TEP** has negotiated a new credit arrangement with Residential Funding Corporation, a Delaware corporation ("RFC") in an aggregate amount not to exceed Twenty-five Million Dollars (\$25,000,000.00) (the "RFC Loan"), to be used to acquire developed and undeveloped land, to perform development work on undeveloped land and to construct houses on projects to be financed with the RFC Loan, including the Tampa Bay Lots and the lots to be acquired from Bayswater as described above and the purchase by the Corporation of Laguna Isle; and

**WHEREAS, the purchase of Laguna Isle by the Corporation and the RFC Loan will be of substantial benefit to the Corporation and the Corporation desires to proceed with such transactions.**

**NOW, THEREFORE, BE IT RESOLVED,** that the Corporation execute all such documents as may be required by RFC in connection with the RFC Loan, including, without limitation, the documents set forth on Exhibit "1" attached hereto, and that the Corporation grant such mortgages, security interests, assignments and other collateral as RFC may reasonably require in connection with the RFC Loan.

**BE IT FURTHER RESOLVED**, that the Corporation accept the assignment from TEP of the Bergeron Contract and proceed with the purchase of Laguna Isle.

**BE IT FURTHER RESOLVED**, that the President or any Vice President of the Corporation, acting singly or together, be and hereby is authorized and directed to negotiate the specific terms and conditions of the RFC Loan and the charges in connection therewith.

**BE IT FURTHER RESOLVED**, that the Corporation execute all such documents as may be necessary or appropriate to the accomplishment of the foregoing actions, including all documents that may be required by RFC in connection with the RFC Loan, and including without limitation, the documents set forth on Exhibit "I" attached hereto, and that the Corporation grant such mortgages, security interests, assignments and other collateral as RFC may reasonably require in connection with the RFC Loan.

**BE IT FURTHER RESOLVED**, that any and all actions previously taken by any officer of the Corporation with respect to the foregoing actions are hereby ratified and confirmed.

**BE IT FURTHER RESOLVED**, that the Secretary of the Corporation be and is hereby authorized to affix the seal of the Corporation to any writings executed by the President or any Vice President in connection with the foregoing, and to attest the same, but such attestation is not required to evidence the same as the act and deed of the Corporation."

BY-LAWS  
OF  
LAGUNA ISLE  
COMMUNITY ASSOCIATION, INC.

c/o bables property mgmt.  
1495 North Park Dr.  
Weston, FL 33326

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BY-LAWS  
OF  
LAGUNA ISLE COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is LAGUNA ISLE COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 3300 University Drive, Coral Springs, Florida 33065, or at such other location designated by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration of Restrictions and Covenants for Laguna Isle Community (the "Declaration") relating to the residential community known as Laguna Isle Community recorded, or to be recorded, in the Public Records of Broward County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"By-Laws" shall mean these By-Laws as amended from time to time.

"Member" shall mean each Home Owner, Developer, Commercial Property Owner, the Phase Two Property Owner (until such time as the Phase Two Property is developed into one or more Homes) and the Phase Three Property Owner (until such time as the Phase Three Property is developed into one or more Homes). Membership shall be appurtenant to, and may not be separated from, ownership of any Home, the Commercial Property, the Phase Two Property or the Phase Three Property.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.4 of these By-Laws.

"Voting Interests" shall mean the voting rights held by the Members.

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### 3. Members.

3.1. Voting Interests. No person who holds an interest in a Home, the Commercial Property, the Phase Two Property or the Phase Three Property only as security for the performance of an obligation shall be a Member of Association. For the purposes of determining who may exercise the Voting Interest associated with each Home, the Commercial Property, the Phase Two Property and/or the Phase Three Property, the following rules shall govern:

3.1.1. Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home, the Commercial Property, the Phase Two Property or the Phase Three Property. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2. Trusts. In the event that any trust owns a Home, the Commercial Property, the Phase Two Property or the Phase Three Property, Association shall have no obligation to review the trust agreement with respect to such trust. For example, if the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Home Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If a Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If a Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3. Corporations. If a Home, the Commercial Property, the Phase Two Property or the Phase Three Property is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such property.

3.1.4. Partnerships. If a Home, the Commercial Property, the Phase Two Property or the Phase Three Property is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home, the Commercial Property the Phase Two Property or the Phase Three Property. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home, the Commercial Property, the Phase Two Property or the Phase Three Property is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home, the Commercial Property, the Phase Two Property or the Phase Three Property. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home, the Commercial Property, the Phase Two Property or the Phase Three Property cannot be exercised.

3.1.5. Multiple Individuals. If a Home, the Commercial Property, the Phase Two Property or the Phase Three Property is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home, the Commercial Property, the Phase Two Property or the Phase Three Property. In the event that there is a conflict among such individuals, the Voting Interest for such Home, the Commercial Property, the Phase Two Property or the Phase Three Property cannot be exercised.

3.1.6. Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2. Classes. There shall be four (4) classes of Members as set forth below:

3.2.1. Class A shall be all of the Home Owners. There shall be one (1) vote appurtenant to each Home. With respect to issues involving Shared Maintenance Expenses, Association shall be deemed to have one vote per full or partial acre (in excess of .50) in the Phase One Property, the Phase Two Property (once the same is developed into Homes) and the Phase Three Property (once the same is developed into Homes). The Board alone shall have the authority to exercise the Voting Interests of Home Owners (the Class A members) with respect to any issue involving Shared Expenses Assessments.

3.2.2. Class B shall be the Commercial Property Owner. Commercial Property Owner shall only be entitled to vote on matters involving Shared Maintenance Expenses and then, only when the Board proposes to increase any Shared Expenses Assessments by more than ten percent (10%) from the Shared Expenses Assessments for the prior years. Commercial Property Owner shall be entitled to one vote for each full or partial acre (in excess of .50) of land within the Commercial Property.

3.2.3. Class C shall be Developer. Prior to the Turnover Date, Developer shall have nine (9) votes for each Lot or Home owned by Developer. After the Turnover Date, the Class C membership shall automatically convert to Class A membership. If there is more than one Class C member, each shall be entitled to all of the rights and subject to all of the obligations of Developer hereunder (such obligations to be shared based on the number of Lots or potential Lots in the Phase One Property, the Phase Two Property and the Phase Three Property).

3.2.4. Class D will be the Phase Two Property Owner and the Phase Three Property Owner or any successor in title to the Phase Two Property or the Phase Three Property prior to the time that such property is developed into Homes. The Class D membership with respect to each of the Phase Two Property and the Phase Three Property shall automatically terminate and be converted to Class C membership with respect to such respective property upon the occurrence of any of the following: (i) Developer acquires title to the Phase Two Property or the Phase Three Property, (ii) the Phase Two Property Owner or the Phase Three Property Owner commences development of a Home within the Phase Two Property or the Phase Three Property, respectively, or (iii) the Phase Two Property Owner or Phase Three Property Owner records an amendment to this Declaration assuming the rights and obligations of

Developer as to the property owned by such respective Owner, provided, however, such amendment shall not be recorded until such time as Developer has no option to acquire the Phase Two Property or the Phase Three Property. The Phase Two Property Owner and the Phase Three Property Owner shall only be entitled to vote on matters involving Shared Maintenance Expenses and then, only when the Board proposes to increase any category of Shared Expenses Assessments by more than ten percent (10%) from the Shared Expenses Assessments for the prior year. The Phase Two Property Owner and the Phase Three Property Owner shall be entitled to one vote for each full or partial acre (in excess of .50) of land owned by such respective Owners within the Phase Two Property and the Phase Three Property.

3.3. Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.4. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty-five percent (25%) of the Voting Interests of the Home Owners. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.5. Notice of Members Meetings. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association.

3.6. Quorum of Members. A quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests held by Home Owners, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.7. Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members Meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.8. Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting

at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.9. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4. Board of Directors.

4.1. Number. Initially, the affairs of Association shall be managed by a Board consisting of three (3) members. From and after the Turnover Date the affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. Board members appointed by Developer need not be Members of Association. Board members elected by Home Owners must be Members of Association. The initial Board of three (3) members shall be appointed by Developer.

4.2. Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members other than Developer, the remaining Directors may fill such vacancy. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4. Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5. Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6. Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect a majority of Directors of Association at or in conjunction with the Annual Members Meeting of the Members. After the Turnover Date, the Developer shall be entitled to appoint one Director to the Board so long as

Developer holds for sale in the ordinary course of business at least five percent (5%) of all Homes that Developer plans to build within the Laguna Isle Community.

4.7. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

5.6. Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency.



Alternatively, notice may be given to Members in any other manner provided by Florida Statute. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1. Generally. Exercise all powers, duties and authority vested in or delegated to Association by law or in the Association Documents.

6.1.2. Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing Laguna Isle Community by the Members, Tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3. Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4. Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5. Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6. Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7. Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8. Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2. Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3. Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1. Official Records. Maintain and make available all Official Records.

7.2. Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3. Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4. Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2. Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

8.4. Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation

shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7. Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8. Duties. The duties of the officers are as follows:

8.8.1. President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2. Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3. Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4. Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

## 9. Committees.

9.1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2. ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer, the Phase Two Property Owner, the Phase Three Property Owner or Commercial Property Owner, as applicable, unless such amendment receives the prior written consent of Developer, the Phase Two Property Owner, the Phase Three Property Owner or Commercial Property Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to the Completion Date. Subject to Section 12.1 hereof, prior to the Community Completion Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever except for the Phase Two Property Owner (until Developer has purchased the Phase Two Property) and the Phase Three Property Owner (until Developer has purchased the Phase Three Property). Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments After the Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, after the Community Completion Date these By-Laws may be amended to change the number of directors on the Board by two-thirds percent (66 2/3%) of the Board acting alone. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

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15. Miscellaneous.

15.1. Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

**CARNAHAN-PROCTOR-CROSS, INC.**

CERTIFICATE OF AUTHORIZATION NO. LB 2836  
 6101 WEST ATLANTIC BLVD., MARGATE, FL 33063  
 PHONE (954)972-3959 FAX (954)972-4178 E-MAIL: margale@camahan-proctor.com

**DESCRIPTION AND SKETCH****EXHIBIT 6**

(NOT A SURVEY)  
 BIG SKY NORTH

INGRESS / EGRESS, DRAINAGE, UTILITY, LANDSCAPE AND WALL EASEMENT

**LEGAL DESCRIPTION**

A PORTION OF LAND LYING IN TRACTS 56 AND 57, IN SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 1 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 1; THENCE SOUTH 01°45'41" EAST, ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 4517.55 FEET; THENCE NORTH 88°14'19" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°53'44" EAST, A DISTANCE OF 37.43 FEET; THENCE SOUTH 46°42'02" EAST, A DISTANCE OF 8.73 FEET; THENCE NORTH 89°53'52" EAST, A DISTANCE OF 30.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 97.00 FEET AND A CENTRAL ANGLE OF 39°17'06", A DISTANCE OF 66.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 50°49'02" EAST, A DISTANCE OF 65.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 322.10 FEET AND A CENTRAL ANGLE OF 16°21'55", A DISTANCE OF 92.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 94.00 FEET AND A CENTRAL ANGLE OF 39°45'22", A DISTANCE OF 65.22 FEET; THENCE SOUTH 89°53'41" WEST, ALONG A NON-RADIAL LINE, A DISTANCE OF 306.87 FEET; THENCE NORTH 01°45'41" WEST, ALONG A LINE 10.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF SECTION 1, A DISTANCE OF 160.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA.

**NOTES**

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH IS THE PROPERTY OF CARNAHAN-PROCTOR-CROSS, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN AUTHORIZATION.
3. THE LANDS SHOWN HEREON ARE SUBJECT TO ALL EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.
4. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
5. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH. FOR INFORMATION CONCERNING RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF PUBLIC RECORD, AN APPROPRIATE TITLE VERIFICATION NEED BE OBTAINED.
6. THIS IS NOT A SURVEY.

**ABBREVIATIONS**

A = ARC LENGTH  
 B.C.R. = BROWARD COUNTY RECORDS  
 CH = CHORD  
 D = DELTA (CENTRAL ANGLE)  
 D.E. = DRAINAGE EASEMENT  
 O.R.B. = OFFICIAL RECORD BOOK  
 P.B. = PLAT BOOK  
 P.B.C.R. = PALM BEACH COUNTY RECORDS  
 PG. = PAGE(S)  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.T. = POINT OF TERMINATION  
 R = RADIUS  
 R/W = RIGHT-OF-WAY  
 U.E. = UTILITY EASEMENT

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID DESCRIPTION AND SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Jeff S. Modapi*  
 JEFF S. MODAPI  
 SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. LS 5111

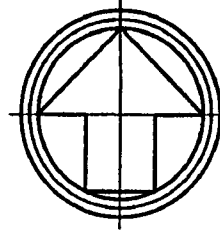
DATE OF LAST FIELD WORK: NOT A SURVEY

BIG SKY NORTH INGRESS, D, U, L, WALL ESM'T.

JOB NO.: 870811

DATE: 9-22-99

SHEET 1 OF 2 SHEETS

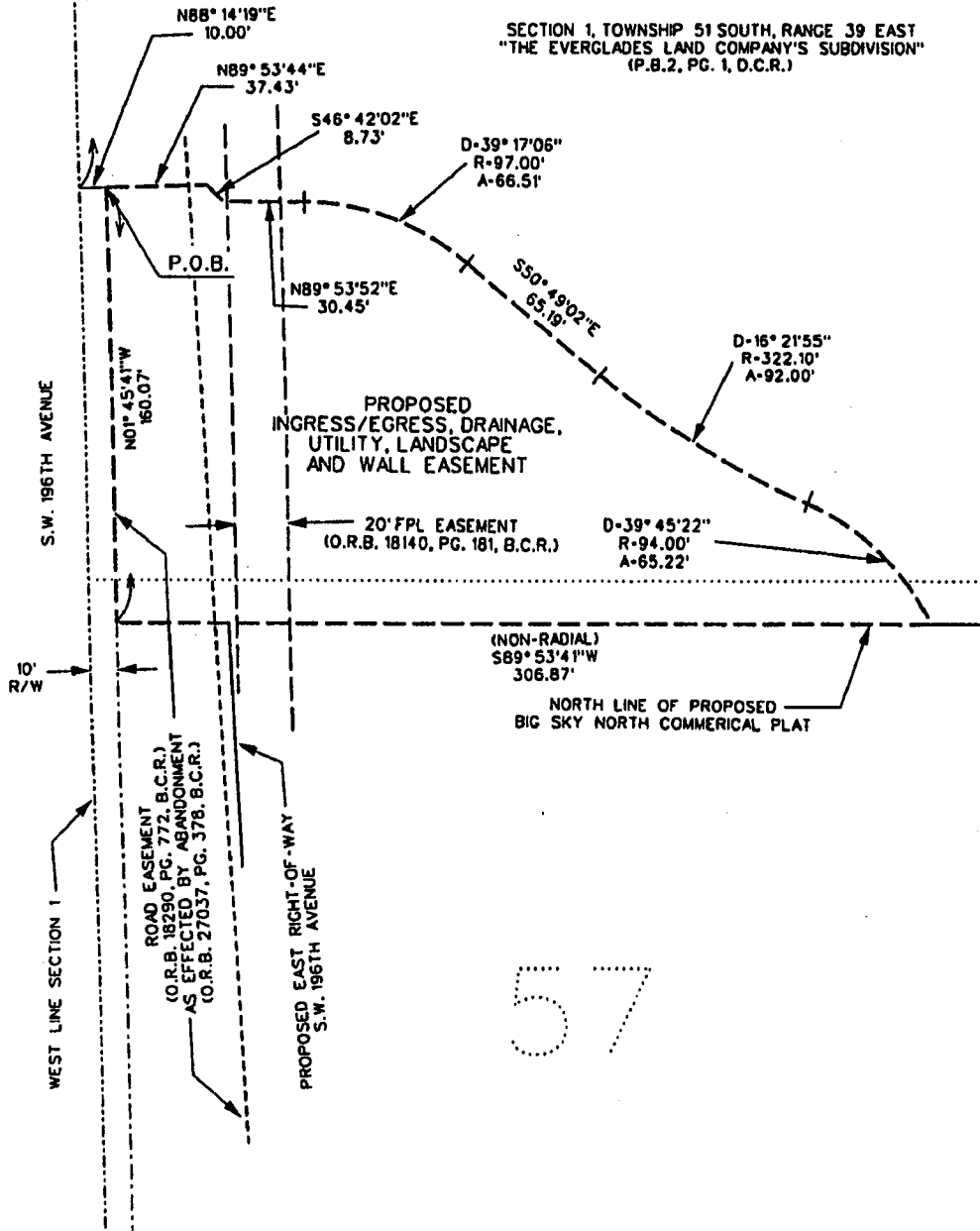


P.O.C.

NORTHWEST CORNER SECTION 1  
TOWNSHIP 51 SOUTH, RANGE 39 EAST

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SECTION 1, TOWNSHIP 51 SOUTH, RANGE 39 EAST  
"THE EVERGLADES LAND COMPANY'S SUBDIVISION"  
(P.B.2, PG. 1, D.C.R.)



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ADDENDUM	F.B. / PG.	DATE	BY	CK'D
JOB NO. 970811	DWG BY: JP	SCALE: 1" = 50'	ING/EGR, D.U.L. W ESM'T	
BIG SKY NORTH	CK'D BY: JSH	DATE: 9-22-99	SHEET 2 OF 2 SHEETS	



**Exhibit " 7"**

**COMMERCIAL PROPERTY PARCEL**

A portion of Tracts 57 and 58 in Section 1, Township 51 South Range 39 East of the Everglades Land Company's Subdivision according to the Plat thereof recorded in Plat Book 2, at Page 1, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 1; Thence North 01 degrees 45 minutes 41 seconds West, along the West line of said Section 1, a distance of 134.04 feet; thence North 89 degrees 53 minutes 41 seconds East, a distance of 10.00 feet to the Point of Beginning; Thence North 01 degrees 45 minutes 41 seconds West along a line 10.00 feet East of and parallel with as measured at right angles to said West line, a distance of 516.23 feet; thence North 89 degrees 53 minutes 41 seconds East, a distance of 833.07 feet; thence South 01 degrees 45 minutes 41 seconds East, a distance of 550.23 feet; thence South 89 degrees 53 minutes 41 seconds West, along a line 100.00 feet North of and parallel with as measured at right angle to the South line of said Section 1, also being the North right-of-way line of Sheridan Street, a distance of 754.05 feet; thence North 45 degrees 56 minutes 00 seconds West, a distance of 48.78 feet; thence South 89 degrees 53 minutes 41 seconds West, a distance of 45.02 feet to the Point of Beginning.

Said lands situate lying and being in Pembroke Pines, Broward County, Florida.